

This Agreement applies to the following states:

AL, FL, HI, ME, MA, NV, NY, OH, OK, OR, SC, TX, VT, VA, WA, WI and WY

This form describes the protection You will have in return for payment by You.

## 1. DEFINITIONS:

- A. "Obligor", "We", "Us" and "Our" mean the company obligated under this Agreement, **National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**, except in Arizona, Florida and Oklahoma, where it is **Service Saver, Incorporated, 175 West Jackson Blvd, Chicago, Illinois, 60604, (800) 209-6206**; in Florida, the license number is: 80173; in Texas, where it is **National Product Care Company dba Texas National Product Care Company, 175 West Jackson Blvd, Chicago, Illinois, 60604**.
- B. "You" and "Your" mean the purchaser of the Covered Product(s).
- C. "Administrator" means Acer America Corporation, [Acer Advantage Programs Department, P.O. Box 6137, Temple, TX 76503]. Texas Administrator License # for Acer America Corporation is 202.
- D. "Seller" means Acer America Corporation [333 West San Carlos Street, Suite 1500, San Jose, CA 95110] or an Acer America Corporation reseller selling the Covered Product and/or this Agreement.
- E. "Covered Product" means the item(s) which You purchased and is covered by this Agreement.
- F. "Agreement" means the terms, conditions, limitations and exclusions, including Your Certificate.
- G. "Certificate" means the Certificate of Coverage provided to You by the Seller.

## 2. COVERAGE:

### (1) Term:

The term of this Agreement begins on the date of purchase and continues for the period indicated on Your Certificate. Coverage is effective upon expiration of the shortest portion of the manufacturer's warranty. If Your Agreement includes coverage for accidental damage from handling (ADH), Toll-free Technical Support, On-site Next Business Day Service, Free Shipping of Covered Product for Service, and / or Free Return Shipping of Covered Product as indicated on Your Certificate, such coverage is effective on the date You purchase Your Covered Product. 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 the covered repair has been completed.

### (2) Coverage:

Through the Administrator, We will repair the Covered Product, at Our discretion, when required due to a mechanical or electrical breakdown, including those experienced from defects in materials and/or workmanship. A mechanical or electrical breakdown caused by a direct result of a power surge is also covered. If Your Agreement includes coverage for accidental damage from handling (ADH), as indicated on Your Certificate, then a mechanical or electrical breakdown caused by unintentional or accidental damage from handling of the Covered Product is covered. The Covered Product must fail during normal usage. Parts will be replaced with those of like kind and quality, and may be new or remanufactured. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the Covered Product or are discontinued by the manufacturer, the Covered Product will be replaced with a product of equal or similar features and functionality. At Our discretion, We may also issue a check, gift card or voucher to You, equal to the original purchase price of the Covered Product, excluding sales tax and delivery costs.

This Agreement includes the following optional enhanced coverages as offered by the Administrator, Acer America Corporation:  
(You are eligible for the following coverages if they are identified within the Certificate.)

1. **Toll-free Technical Support.** If toll-free technical support is identified in the Certificate, we agree to provide hardware technical support throughout the Term of this Agreement free of charge. The technical support service consists of (a) helping you diagnose and resolve problems with possible defects in the Covered Product and (b) reinstalling any factory-installed operating system and software to restore the Covered Product to the original factory configuration, if applicable. We may provide technical support via on-line, telephone and other methods. We may change the means through which we provide technical support at any time without notice to you.

2. **On-site Next Business Day Service.** If on-site next business day service is identified in the Certificate, you are entitled to on-site repair service, subject to the following terms and conditions:

- (a) On-site service is available only for Covered Product located within 50 miles of the location of a third party authorized by us to perform on-site service, although on-site service may not be available in certain geographic areas. For locations not covered by on-site service, carry-in or mail-in service is provided.
- (b) We will attempt to resolve service issues over the telephone and you must provide reasonable assistance to attempt to resolve the issue with telephone support guidance before on-site service will be authorized. If telephone resolution is not possible, we will require your assistance in performing routine diagnostic procedures. If we determine, at our discretion, that on-site service is necessary, a third party service technician will be dispatched to your location the next business day after our representative determines on-site service is necessary. The determination by us that on-site service is necessary must occur by 4:00 p.m. Central Time for on-site service to occur on the next business day; otherwise, on-site service will occur within two business days.
- (c) On-site service will be performed during normal business hours, 8:00 a.m. to 5:00 p.m. local time, excluding weekends and holidays, based on part availability and delivery schedule. You are responsible for providing access to the Covered Product, reasonable cooperation with the service technician, and a reasonable work environment. Service will be provided on condition that a person at least eighteen (18) years of age is present at all times.
3. **Free Shipping of Covered Product for Service.** If free shipping service to a service facility is identified in the Certificate, we will arrange for free shipping of the Covered Product to a service facility specified by us for repair. You are responsible for packing the Covered Product securely for shipment. You assume the risk of loss during shipment.
4. **Free Return Shipping of Repaired or Replacement Covered Product.** If free return shipping service from the service facility is identified in the Certificate, we will arrange for free shipping of the repaired or replacement Covered Product back to you.

### (3) LIMITATION OF LIABILITY:

The limit of liability under this Agreement is the lesser of (1) the purchase price of the Covered Product excluding sales tax and delivery costs or (2) the cost of authorized repairs for the Covered Product or (3) the replacement cost of the Covered Product with a product with equal or similar features and functionality or (4) reimbursement for the cost of authorized repairs or replacement. This Agreement shall expire upon issuance of a replacement product, check, gift card or voucher.

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We shall not be liable to you for any delay or failure by us to perform our obligations under this agreement or otherwise if such delay or failure arises from any causes beyond our reasonable control.

**(4) No Lemon Policy:**

During the terms of this agreement, the Administrator will, at its option:  
(i) provide replacement parts necessary to repair the Covered Product;  
(ii) repair the Covered Product or replace it with a comparable product;  
or (iii) refund the amount You paid for the Covered Product, LESS DEPRECIATION, upon its return.

**(5) What to do when Your Covered Product fails to Operate:**

1. Contact the Administrator at the number located in Your Certificate. You may be required to perform routine diagnostic procedures to assist in the troubleshooting of your Covered Product.
2. For Accidental Damage protection service, contact the Administrator at the number located in your Certificate if such service is covered by this Agreement.
3. The Administrator will attempt to resolve service issues over the telephone. If telephone resolution is not possible, the Administrator will require Your assistance in performing routine diagnostic procedures. The Administrator will then issue a Return Materials Authorization (RMA) number to You as a means of identifying the Covered Product returned for service.

4. Unless On-site Next Business Day Service is covered by this Agreement, repair service must take place by returning the Covered Product to the Administrator or authorized service center identified by the Administrator at the time the RMA number is issued. Unless otherwise indicated in the Certificate or in the instructions accompanying the RMA number you receive from the Administrator, You must prepay any shipping charges, and taxes or any other charges associated with transportation of the Covered Product. In addition, You are responsible for insuring any Covered Product shipped or returned. You assume the risk of loss during shipment to and from the service center.

5. Use the original shipping and packing materials, or equivalent protection, and include a description of the problem encountered by the Covered Product. The RMA number must be placed on the exterior shipping container.

6. At the Administrator's request, You must provide the Administrator or the Administrator's authorized service center with proof of purchase of the Covered Product prior to the start of repair.

**(6) Service Deliverables:**

There is no deductible required to obtain service for Your Covered Product.

**3. WHAT IS NOT COVERED:**

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. 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;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- D. INHERENT PRODUCT DEFECTS OR PARTS FAILURE DUE TO A RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT AND/OR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC.;
- F. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR UNLESS TIED TO A BREAKDOWN AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY YOU DURING THE LIFE OF THE COVERED PRODUCT;
- G. DAMAGE FROM ACCIDENT AND MISHANDLING (UNLESS ACCIDENTAL DAMAGE FROM HANDLING IS INCLUDED IN YOUR AGREEMENT), ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, ANY COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS, AND EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, EXTREME TEMPERATURE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;
- H. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;
- I. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT AN AUTHORIZED SERVICE CENTER OR OTHERWISE AWAITING PARTS;
- J. ANY PRODUCT USED IN A RENTAL SETTING;
- K. FAILURES THAT OCCUR IF YOU RESIDE OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA, INCLUDING THE DISTRICT OF COLUMBIA;
- L. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, SHELVES, SCRATCHES, HANDLES,

- M. UNAUTHORIZED REPAIRS AND/OR PARTS;
- N. DIAGNOSTIC CHARGES OR COST OF SET-UP OF THE COVERED PRODUCT;
- O. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;
- P. ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE COVERED PRODUCT;
- Q. ANY MECHANICAL BREAKDOWN OR DAMAGE CAUSED BY A COMPUTER VIRUS;
- R. BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;
- S. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;
- T. INCORRECT CONNECTION OF SIGNAL LEADS OR INCORRECT ELECTRICAL SUPPLY, FAILURE OR IMPROPER USE OF ANY ELECTRICAL SOURCE, ABNORMAL VARIATION OF ELECTRICITY;
- U. IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS AND INSTALLATION, DE-INSTALLATION, ENGINEERING AND/OR CONFIGURATION CHANGES, PACKING AND SHIPPING, AND RELOCATION OF COVERED PRODUCT;
- V. LOSS OR CORRUPTION OF ANY RECORDING MEDIA, INCLUDING ANY PROGRAM, SOFTWARE, APPLICATION, 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. COLOR FADING, BURNED-IN PHOSPHOR (INCLUDING IMAGE GHOSTING), PIXEL BURNOUT NOT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS;
- X. ANY RELATED NETWORK PROBLEMS OR ANY SERVICE THAT WOULD BE UNIQUE TO THE SYSTEM'S OPERATION ON A NETWORK;
- Y. REPAIRS NECESSITATED BY THE LOADING OF SOFTWARE, APPLICATIONS, SOFTWARE CONFIGURATIONS OR ANY DATA FILES;
- Z. OPERATIONAL OR MECHANICAL FAILURE COVERED BY AN INSURANCE POLICY, SERVICE CONTRACT, OR ANY OTHER WARRANTY;

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- AA. REPAIR DUE TO SIGNAL ISSUES, RECEPTION PROBLEMS AND DISTORTION RELATED TO NOISE, ECHO, INTERFERENCE OR OTHER SIGNAL TRANSMISSION AND DELIVERY PROBLEMS;
- BB. SERVICE ON COVERED PRODUCT MODIFIED OR ADAPTED TO ENABLE IT TO OPERATE IN ANY COUNTRY OTHER THAN THE COUNTRY FOR WHICH IT WAS DESIGNED, MANUFACTURED, APPROVED AND/OR AUTHORIZED.
- CC. OPERATING SOFTWARE LIMITATIONS : COVERED PRODUCT IS PRICED AND SUPPORTED UNDER THIS AGREEMENT USING THE ORIGINAL OPERATING SYSTEM SOFTWARE, AS PRE-LOADED BY THE SELLER AT THE TIME OF SYSTEM PURCHASE. IF THE AFOREMENTIONED OPERATING SYSTEM

SOFTWARE IS ALTERED OR UPGRADED BY YOU OR YOUR AGENT, WE MAY REQUEST THE REMOVAL OF SUCH OPERATING SYSTEM SOFTWARE AND THE RESTORATION OF THE ORIGINAL OPERATING SYSTEM SOFTWARE, AT YOUR EXPENSE, IN ORDER TO TROUBLESHOOT ANY TECHNICAL PROBLEMS THAT MAY ARISE DURING THE TERM OF THIS AGREEMENT.

**4. CONDITIONS:**

**A. Renewal:**

This Agreement is not renewable.

**B. Transferability:**

This Agreement is not assignable or transferable to subsequent owners of the Covered Product.

**C. Territories:**

The agreement is limited to only the following states: Alabama, California, Florida, Hawaii, Maine, Massachusetts, Nevada, New York, Ohio, Oregon, South Carolina, Texas, Vermont, Virginia, Washington, Wisconsin and Wyoming. It does not include other states, any other U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands, nor does it include any Canadian provinces or territories.

**D. Dispute Resolution - Arbitration:**

**THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND OBLIGOR WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION).**

**UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES AND CONSUMER DUE PROCESS PROTOCOL, YOU RETAIN THE RIGHT TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES WITHIN THE SCOPE OF THE SMALL CLAIMS COURT'S JURISDICTION.**

To the fullest extent provided by law, and except as otherwise provided below, you and Obligor agree that any Dispute (as further defined below in this section) between you and Obligor will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. You and Obligor will agree on another arbitration forum if AAA ceases operations or is not available in your location.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and Obligor. Arbitration is the process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who weighs evidence, reviews the information provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. **YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND OBLIGOR WAIVE ALL RIGHTS TO A JURY TRIAL.**

The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location

near your residence by submission of documents, by telephone, online or in person, whichever method of presentation you choose.

If you prevail in the arbitration of any Dispute with Obligor, Obligor will reimburse you for any fees you paid to AAA in connection with the arbitration. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

Should either party bring a Dispute in a forum other than as set forth above, reasonable costs and expenses, including legal fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this binding arbitration provision may be awarded to the other party. **YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.**

This binding arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Obligor; or (iii) any other dispute arising out of or relating to the relationship between you and Obligor, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Obligor.

Further information may be obtained from the AAA on line at [www.adr.org](http://www.adr.org), by calling 800-778-7879 or writing to American Arbitration Association, 1633 Broadway, 10<sup>th</sup> Floor, New York, NY, 10019.

**E. Cancellation:**

You may cancel this Agreement for any reason at any time. To cancel Your Agreement, please contact the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel Your Agreement after the first thirty (30) days, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. 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. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

**F. Entire Agreement:**

This Agreement applies to the following states:

AL, FL, HI, ME, MA, NV, NY, OH, OK, OR, SC, TX, VT, VA, WA, WI and WY

This is not a contract of insurance. This document together with Your sales receipt (proof of purchase) is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Obligor under this Agreement is insured by a policy of insurance issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the Obligor becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

No action or arbitration which arises out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

**G. Registration of Agreement:**

We encourage You to register this Agreement with the Administrator to help Us provide faster and more efficient service for all covered repairs. See [\[support.acer.com\]](http://support.acer.com) for more details.

**5. STATE VARIATIONS:**

**State Variations:** The following state variations will control if inconsistent with any other provisions:

(1) **In California:** The following statement is added to Section 4.D "Dispute Resolution - Arbitration": This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California, 95660, or You may visit their website at [www.bear.ca.gov](http://www.bear.ca.gov). 4.E "Cancellation" is amended as follows: In the event You cancel this Agreement within sixty (60) days of receipt of this Agreement, You shall receive a full refund of any payments made by You under this Agreement. In the event You cancel this Agreement after sixty (60) days of receipt of this Agreement, you shall receive a pro-rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Agreement or twenty-five dollars (\$25.00), whichever is less, and less any claims that have been paid or repairs that have been made. See also (12) below.

(2) **In the District of Columbia:** Section 4.E "Cancellation" is replaced with the following: You may cancel this Agreement for any reason at any time. To cancel Your Agreement, please contact the Administrator. If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and no claim has been made under Your Agreement, You will receive a full refund. If you cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty-five (45) days of receipt of the returned Agreement, a ten percent (10%) penalty per month shall be applied to the refund. If You cancel Your Agreement after the first thirty (30) days or a claim has been made within the first thirty (30) days, You will receive a pro-rata refund based on the time expired less a twenty-five dollar (\$25) cancellation fee, or ten percent (10%) of the purchase price (whichever is less), less the cost of claims paid. 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. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

(3) **In Florida:** Section 4.E "Cancellation" is amended as follows: If You cancel this Agreement, You will receive a pro-rata refund based upon ninety percent (90%) of the unearned pro-rata premium less the cost of any claims paid or repairs made on Your behalf. If We cancel this Agreement, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium.  
**The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.**

(4) **In Nevada:** The laws of the state of Nevada (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

Section 4.E "Cancellation" is replaced with the following:

ACER TC (05-12)

You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If You cancel this Agreement within twenty (20) days after Your receipt of this Agreement and You have not made a claim under this Agreement, You are entitled to a full refund of the Total Price as specified on Your Certificate of this Agreement. If You cancel this Agreement any time after twenty (20) days after Your receipt of this Agreement or if You cancel this Agreement and have made a claim at any time under this Agreement, You are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price as specified on the Information Page for this Agreement. We may cancel this Agreement for any reason within seventy (70) days after Your receipt of this Agreement. We may cancel this Agreement thereafter only if:

- You fail to pay an amount when due;
- You are convicted of a crime that results in additional service under this Agreement;
- It is discovered that You committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
- It is discovered that You engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If We cancel this Agreement as provided above, We will send You written notice at the address indicated in Our records. The notice will include the effective date of the cancellation, which will not be less than fifteen (15) days after the date We send You the notice of cancellation. In addition, You will be entitled to a refund of the unearned premium calculated on a pro rata basis. If We fail to deliver to You within forty-five (45) days any unearned premium to which You are entitled as provided above, You will be entitled to an additional amount equal to 10% of the Total Price as specified on the Information Page for this Agreement for every thirty (30) days such refund is delayed beyond the 45-day period. See also (12) below.

(5) **In Oklahoma:** Section 4.C Territories is amended to include the following: Oklahoma. Section 4.E "Cancellation", is deleted and replaced with the following: You may cancel this Agreement for any reason at any time. To cancel, contact the Administrator in writing. If You cancel within the first thirty (30) days of receipt of Your Agreement, You will receive a full refund. If You cancel after thirty (30) days, You will receive a pro-rata refund based on one-hundred percent (100%) of the unearned pro-rata premium, less ten percent (10%) of the unearned pro-rata premium or twenty-five dollars (\$25.00), whichever is less. No claim incurred or paid nor any repair made, will be deducted from the amount to be returned in event of cancellation. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be mailed to You at least thirty (30) days prior to cancellation. If We cancel, the return premium is based on one-hundred percent (100%) of the unearned pro-rata premium. NOTICE: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale

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company. The following statements have been added: a) Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.; b) Obligations of the obligor under this service warranty are insured by a service agreement reimbursement policy with Virginia Surety Company, Inc. 175 West Jackson Blvd. 11th Floor, Chicago, IL 60604.; c) Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contract. Section 4.D "Dispute Resolution - Arbitration" is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court. For Service Saver, Incorporated, the Oklahoma License # is 861336.

- (6) **In South Carolina:** The following statement is added to Section 4.F "Entire Agreement": 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. See also (12) below.
- (7) **In Texas:** The following statement is added to Section 4.E "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement, Your Agreement will be voided. If Your Agreement is voided and You do not receive a refund or credit within thirty (30) days of receipt of the returned service agreement, You may request a refund from Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois, 60604, and a ten percent (10%) penalty per month shall be applied to the refund. The following statement is added to Section 4.F "Entire Agreement": 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. See also (12) below.
- (8) **In Virginia:** If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at [www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml](http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml) to file a complaint.
- (9) **In Washington:** "Definitions" Section 1.A is deleted in its entirety and replaced with the following: "In Washington "Obligor", "We", "Us" and "Our" means ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago,

IL. 60604." "Entire Agreement" Section 4.F is deleted in its entirety and replaced with the following: "In Washington this is not a contract of insurance. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. The Selling Retailer is not a party to this Agreement. The Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." See also (12) below.

- (10) **In Wisconsin:** This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. In Section 3 "What Is Not Covered", exclusion (M) is removed. The following statement is added to Section 4.D "Dispute Resolution - Arbitration": Arbitration must be agreed to by the parties involved. Any reference to "Illinois" is replaced with "Wisconsin". The following statement is added to Section 4.E "Cancellation": Claims paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this Agreement. If you cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within forty five (45) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund. 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. See also (12) below.
- (11) **In Wyoming:** Section 4D the following is added; Arbitration can only be final and binding if agreed to by the parties involved and in a separate written Agreement. Section 4D the following is added; Illinois is replaced with Wyoming. The following statement is added; Proof of loss should be furnished by You to the Administrator as soon as reasonably possible and within four (4) year after the time required by this Agreement. See also (12) below.
- (12) **In Alabama, California, Hawaii, Maine, Nevada, Oregon, South Carolina, Texas, Washington, Wisconsin and Wyoming:** The following statement is added to Section 4.E "Cancellation": If You cancel Your Agreement within thirty (30) days of receipt of Your Agreement and do not receive a refund or credit within thirty (30) days of receipt of the returned service agreement, a ten percent (10%) penalty per month shall be applied to the refund.