



Protection Plan Summary followed by Terms & Conditions

Thank you for purchasing this Protection Plan. Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Protection Plan.

Please also review the Order Summary or purchase receipt provided to You at the time You purchased this Protection Plan by email and in Your account online at www.securranty.com. The Order Summary defines the Covered Product, Coverage Amount, Deductible (if applicable) and the Coverage Term of this Protection Plan. The Summary of the service agreement is followed by the Terms & Conditions.

YOUR COVERAGE START DATE & HOW LONG OUR COVERAGE LASTS:

New/Refurbished items, Plan must be purchased within 30 days of Item Purchase Date and coverage starts the day you purchased the item and lasts for the number of year(s) of coverage purchase.

Used Items, If Used item coverage is offered and purchased, covers Items that are fully functional with no pre-existing conditions, regardless of age. The Coverage begins the day you purchase the plan and lasts for the number of year(s) of coverage purchase. Waiting Period may apply, see Coverages & Terms below.

WHAT WE COVER:

- (a) **Extended Warranty:** Our Standard Protection Plan covers Mechanical & Electrical Failures that occur during normal use. Examples include hard drive failure, audio, video & other malfunctions, not resulting from Accidental Damage from Handling (ADH).
- (b) **Accidental Damage from Handling (ADH):** In addition to Mechanical Breakdown, if you purchased Accidental Damage from Handling (ADH) coverage, the Protection Plan covers damage to item from drops, liquid spills, full immersion and other accidental damage. ADH does not cover Lost or Theft.
- (c) **Lost:** When coverage offered and purchased, Lost coverage, covers an item if its whereabouts are unknown and it cannot be recovered. A police report may be required.
- (d) **Theft:** When coverage offered and purchased, Theft coverage, covers an item if it has been stolen and proof such theft is verified. A police report is required.
- (e) **Standard Perils:** When coverage offered and purchased, it covers a loss from Flood, fire, Vandalism & Mischief by unauthorized user of the product.

WHAT ISN'T COVERED:

These are notable exclusions to your coverage. (Refer to the Terms & Conditions below for a full list.)

- Pre-existing conditions such as failures or accidental damage to the product before coverage is purchased
- Cosmetic Damage: We don't cover cosmetic damage that doesn't interfere with normal use of your item, like scratches, scuff marks or damage to cases
- Accessories and Buyer Replaceable Parts: We don't cover accessories or parts that are meant to be replaced by the buyer, like earpieces and ink cartridges.
- Software: We don't cover software issues, including for computers, phones, and tablets.
- Intentional damage, abuse, neglect, fraud or losses for which coverage was not purchased.

THE VALUE OF YOUR COVERAGE:

The value of your protection plan for New items is equal to lower of the purchase price shown on Your receipt and/or Coverage Limit of policy. For Used items the value of the protection plan is limited to the current MSRP of a replacement product of equal features and functionality to the original Covered Item. *The value applies to each claim filed by You for valid claims during the Coverage Term for the Covered Item. If Your policy provides for Unlimited Claims, You will be eligible to file unlimited claims during the coverage term with each claim limited to the value of coverage for repair or replacement of product.*

SERVICE LEVEL AGREEMENTS, HOW COVERAGE WORKS:

For items covered by a Manufacturer's warranty,

- First, we'll locate the manufacturer's contact information to help you file a claim.
- If the manufacturer replaces or repairs your item, we'll cover the repaired or replaced item.
- If the manufacturer refuses to honor their warranty because they consider your item purchased from an unauthorized retailer, we'll still cover, you if your item was purchased from an authorized retailer and there was no alteration to the item such as altered Serial numbers.

Depot Service (Mail-In Service):

- This Service Level Agreement requires the customer to ship device to our depot, we'll provide you a prepaid shipping label
- Once we receive your item, we'll repair it same day or within 24 hours of receiving and then ship it back to you.
- If the device is beyond repair, we will provide a like kind replacement
- This process typically takes 3-5 days including transit time

Onsite Technician Dispatch Service:

- For Smart Phones & iPads, we dispatch a technician to your home or office, when and where service is available
- For large items such as Desktop Computers, Television, Appliances and mission critical equipment such as Servers, we will dispatch a certified technician to your home or business for onsite repair.
- If Your item cannot be repaired, we will replace it.

Self-Service (Self-repair):

- Offered to school districts or business organizations that have IT staff trained to perform certain repairs such as cracked screens, may choose this option.

- We will reimburse you for labor cost of repair and provide you with parts to preform repair or if you supply your own part for repair, We will reimburse you for the parts as well.
- For complicated repairs that your IT staff may not be able to repair, You may select the option to ship the device to our facility for repair and we will repair the device and provide free shipping to and from our depot.

Advanced Exchange Replacement (Shipped Same Day)

- The Advanced Exchange service If offered for Phones & Tablets and other large deployments for laptops, rugged devices and more, provides a replacement device in advance to customer
- For claims filed by 5pm CST, we will ship you a replacement Same Day (Overnight Shipping) claim is approved, with return label enclosed,
- The end user, upon receipt must return the Claim Device using the enclosed shipping label and same shipping box. The claim device must be received at our depot within 10 days of Claim Date to avoid a replacement device charge.

Same Day Service (Carry-In Service):

- When filing a claim, you may request Same Day Local Repair option, available worldwide
- When authorized, you'll pay the store and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. This documentation should be faxed or emailed to Us and We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.
- Apple Genius Bar will repair or replace your phone as part of the Out-of-Warranty Repair. If they replace your phone, please update your serial# for your plan.

Returning Claim Devices:

If we have provided you with an advanced exchange by shipping a replacement or through Instant Inventory, you are responsible to:

- Return the claim device so it is received at our depot within 10 days of claim date
- Failure to return claim device, You will incur a charge in the amount of cost of advanced exchange device.
- If claim device is return after 10 days, We will issue credit for the replacement device charge, less processing fee of up to \$75. After 30 days, no refunds or credits is issued.
- Claim devices received with iCloud or other password locks will be processed in the same manner.

HOW TO MAKE A CLAIM AND GET YOUR ITEM SERVICED:

- Login to www.securranty.com, or call us
- Select which item, the claim reason, and describe issue you're having, pay deductible (if applicable)
- We may contact you if we require additional information to validate the claim.
- Otherwise, our system automatically moves the claim to the next steps including generating shipping label, shipping a replacement or authorizing a local repair, based on the Service Level Agreement.

TERMS & CONDITIONS

1. Plan Provider or Obligor:

Definitions:

“We”, “Us” and “Our” shall mean the Obligor of this Protection Plan, Securranty, Inc., located at 15995 N. Barkers Landing, Suite 210, Houston, Texas 77079. **Administrator** Shall mean SCWIA, Inc. located at 15995 N. Barkers Landing, Suite 210, Houston, Texas 77079 with a telephone number of: 1-877-592-7726 (1-877 5 WARRANTY).

“You” or “Your” shall mean the individual or entity who purchased this protection plan or to whom it was properly transferred in accordance with these Terms & Conditions.

1. WHAT IS COVERED:

In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

a) Repair Protection: If Your product is eligible for repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, refurbished or non-original manufacturer’s parts that perform to factory specifications of the product.

b) Replacement Protection: If Your product is eligible for replacement protection this Agreement provides for a one-time replacement of Your product(s) throughout the term of this agreement. Replacement products may be new or refurbished with like kind features and functionality. If a similar Product is unavailable, For New Items, You may receive the original Purchase Price or current MSRP of a replacement product of equal features and functionality, excluding taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. For Used items, You will receive current MSRP of a replacement product of equal features and functionality to the original Covered Item. You may be required to ship the product to a designated facility for inspection.

c) Depot Service: Once your claim is approved, we will pay for shipping to and from our depot. Most items are repaired within 24 hours of receipt and shipped.

d) Power Surge Protection: This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If Your product is damaged as a result of a power surge, we will service Your product in accordance with the terms herein.

e) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at Our sole

discretion.

f) Accidental Damage for Handling (ADH) Protection: If You purchased ADH Protection this Agreement provides coverage, from the date of purchase for plans purchased within 30 days of item purchase, for unintentional and accidental damage to the product that results from normal customary use and handling of the product such as drops and liquid spills that render the product inoperable. You will be required to ship the products to Our designated repair facility for inspection. If the product cannot be repaired, it will be replaced with a product of like kind and quality. All shipping charges will be covered by the Agreement. Waiting period may apply when plans are not purchased within 30 days of item purchase.

2. terms

a) Repair Plans: This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement and repairs during the manufacturer warranty period.

b) Replacement Plans: This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified for the plan You purchased. All products replaced under this plan are the property of US in their entirety.

3. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Product for New Items, less taxes. For Used items, the total amount that We will pay for repairs in connection with all claims you make will be limited to the current MSRP of the item.

4. To Obtain Service: If the covered product requires service login to your account and file a claim or call us NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT.

5. Your Responsibilities: (a) You must provide proof of purchase with date, store name and price paid. (b) Select the correct plan when making the purchase (c) You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

6. Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**

7. WHAT IS NOT COVERED:

Service Plans do not cover claims for; (a) incidental or consequential damages or pre-existing conditions; (b) damage from unauthorized Device modifications or alterations, or failure to follow the manufacturer's instructions for use; (c) Device accessories and supplies; (d) acts of God or terrorism; (e) Devices during deployment or Devices stored for deployment; unless WE are warehousing and deploying devices on your behalf to your end users (f) Devices in Transit, unless in Transit from Securranty to Client or to Employee, or in

Transit from Client or Employee to Securranty using a Securranty-provided shipping label, or in Transit from Client or Employee to Securranty without a Securranty-provided shipping label if Client or Employee has provided Securranty with proof of shipping and the shipping carrier's acknowledgement of receipt; (g) Demo Devices located in conference/meeting rooms, unless proof is provided that Devices(s) were stored under lock & key; (h) loss which is not reported within 30 days after expiration of the Service Plan covering that Device; (i) loss or damage to stored data, repairs related to installed software, computer viruses, or computer hardware which is added after the original purchase; Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Device performed by anyone other than a service center/technician authorized by the Administrator ii)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 Services or replacement outside the US, its territories or Canada. (j) any damage to data caused by a computer virus; (k) any damage to recording media including any software programs, data, or configuration/setup information resident on any mass storage Devices such as hard drives; (l) Devices with removed or altered serial numbers; (m) damages for loss or corruption of data and/or the restoration of software and operating systems; (n) damage resulting from loss of use, loss of business, loss of profits, down-time and charges for time and effort; (o) damage resulting from the use of the Device in a manner for which it was not intended or intentional misuse and abuse; (p) any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall (q)) 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, humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action; (r)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; (s)Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Device; (t)Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; (u)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, and connectors; (v)Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts; (w)Routine, periodic or preventative maintenance;

- a) **DISHONEST ACTS:** We will not cover loss or damage caused by the Client's dishonesty, by an Employee's dishonesty or by the dishonesty of anyone acting on behalf of the Client. Nor do We cover any loss or damage arising from illegal acts whether committed alone or in collusion with others.
- b) **INTENTIONAL ACTS:** We will not cover loss or damage caused by the Client's intentional damage or destruction of property, or the intentional damage or destruction of property caused by an Employee or anyone acting on behalf of the Client or the Employee, covered under a Service Plan.
- c) **INCIDENTAL OR CONSEQUENTIAL DAMAGE:** We cover loss or damage due to mechanical breakdown of a Device for which a Service Plan is purchased, up to the purchase price of the Device. If a fire or explosion ensues due to mechanical breakdown of a Device, Securranty will NOT pay for that ensuing loss or damage, or any other form of incidental or consequential damage.

9. Transfer of Protection Plan: This protection plan may be transferred at no charge to another person. To Transfer this plan log into www.securranty.com or contact us.

10. Cancellation: You may cancel this Protection Plan for any reason at any time. To Cancel, log in to www.securranty.com or contact us. If you cancel this Protection Plan within the first thirty (30) days after purchase of this protection plan, you will receive 100% refund of the Protection Plan Price. If you cancel after the first thirist (30) days from purchase of this protection plan, you will receive a pro rata refund based on time remaining on your protection plan. **We may cancel this protection plan at our option on the basis of nonpayment, fraud,**

or material misrepresentation by you. If we cancel your Protection Plan, you will a pro rata refund. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Protection Plan, We will Cancel this Protection Plan and return the full purchase price of the Protection Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation, will be mailed to You at least thirty (30) days prior to termination. If We cancel this Protection Plan for nonpayment, then we will provide notice at time of cancellation.

11. Arbitration: Any controversy or claim arising out of or relating to this Protection Plan, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under this Arbitration provision, We both give up the right to resolve any controversy or claim arising out of or relating to this Protection Plan by a judge and/or a jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA, with all mediator fees and expenses paid by Us. If You are successful in obtaining an arbitration award against us greater than \$500, We agree to pay all arbitrator fees and expenses. We also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations against each other. The laws of the state of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Protection Plan and all transactions contemplated by this Protection Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Protection Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

12 Guarantee: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by PLATEAU INSURANCE COMPANY, located at 2701 North Main Street, Crossville, TN 38555 and You may contact them toll free at [1-888-752-8328](tel:1-888-752-8328), if We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Insurance Company.

Unless amended by the State Specific Provisions or revised by Us with at least thirty (30) days advance written notice to You, this Protection Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

State Variations:

The following state variations shall apply if inconsistent with any other terms and conditions.

California: If You decide to cancel Your Protection Plan for a product other than a home appliance or electronics item within sixty (60) days after the receipt of the Protection Plan You will be refunded the full price paid for the Protection Plan. If You decide to cancel your Protection Plan for this type of item after sixty (60) days after the receipt of the Protection Plan You will receive a prorated refund based on the time remaining on Your Protection Plan. All Protection Plans for home appliance or home electronics are covered by the “Cancellation” section of the Protection Plan.

Connecticut: Resolution of Disputes: If You purchased this Protection Plan in Connecticut; you may pursue arbitration to settle disputes between You and the provider of this Protection Plan. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816,

Hartford, CT 06142-0816, Attn: 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 Protection Plan. You have the right to cancel this Protection Plan if You return the product or if the product is sold, lost, stolen, or destroyed. If We cancel this Protection Plan, written notice including effective date and reason for cancellation will be mailed to You electronically or by U.S. Mail at least 30 days prior to termination.

Florida: The rates charged to You for this Protection Plan are not subject to regulation by the Florida Office of Insurance Regulation. The Guarantee, in Section 16, does not apply to Protection Plans sold in Florida as this Protection Plan is directly issued by the insurer, by PLATEAU INSURANCE COMPANY, located at 2701 North Main Street, Crossville, TN 38555.

Georgia: Cancellation will comply with Section 332444 of the Georgia Code. Failure to refund in accordance with the aforementioned Section will make Us liable for penalty equal to 25% of refund and interest of 18% per annum until refund is paid, not to exceed 50% of refund. The waiting period will not exceed 30 days. Arbitration is nonbinding. Section 9 (A) "What is Not Covered" of these Terms and Conditions is deleted in its entirety and replaced with the following: Any and all preexisting conditions known to You that occur prior to the Coverage Start Date of this Protection Plan.

Nevada: This Protection Plan is not renewable. If We cancel this Protection Plan for nonpayment by You, then We will provide notice at least 15 days prior to the effective date of cancellation. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. Prior approval of service should be obtained as outlined in the "WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE" or "WORLDWIDE SERVICE" sections of the Protection Plan. Section 15 "Arbitration" of these Terms and Conditions is deleted in its entirety.

Oklahoma: This Protection Plan is not issued by the manufacturer or wholesale company marketing the product. This Protection Plan will not be honored by such manufacturer or wholesale company. The Oklahoma Service Agreement statutes do not apply to commercial use references in Protection Plan contracts. Coverage afforded under this Protection Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. If You cancel after the first thirty (30) days from purchase of this Protection Plan, You will receive a one hundred percent (100%) unearned pro rata refund based on the time remaining of Your Protection Plan.

Oregon: Arbitration: If You are a resident of Oregon, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: Any arbitration occurring under this policy shall occur in an agreed upon location by both parties and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision.

South Carolina: In the event of a dispute with the provider of this Protection Plan, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This Protection Plan is not an insurance contract.

Texas: The administrator for this Protection Plan is SCWIA, Inc. registration number 273.

Utah: Replacement parts will be new, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the Covered Product at Our sole option. Coverage afforded under this Protection Plan is not guaranteed by the Property and Casualty Guaranty Association. This Protection Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Notice of cancellation for nonpayment of the purchase price of this Protection Plan will be in writing given at least ten (10) days prior to cancellation.

Washington: Section 12 of these Terms and Conditions is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract provider under this contract are backed by the full faith and credit of the service contract provider, by PLATEAU INSURANCE COMPANY, located at 2701 North Main Street, Crossville, TN 38555. You may contact them toll free at [888-752-8328](tel:888-752-8328).

Wisconsin: The term "Protection Plan" in these terms and conditions shall be understood to mean "Service Contract". THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. No claim will be denied solely because You failed to obtain preauthorization. This Service Contract, including optional ADH coverage, does not provide coverage for intentional damage and/or preexisting conditions that occur prior to the Coverage Start Date. Arbitration: The laws of the state of Wisconsin shall govern all matters arising out of or relating to this Service Contract.

Arbitration is nonbinding.

Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first address our disagreement in an arbitration proceeding and obtain an arbitration award pursuant to this arbitration provision. Cancellation: We shall mail a written notice to You at the last known address contained in our records at least five (5) days prior to cancellation by Us. This notice will include the effective date of and reason for the cancellation. In the event of a total loss of property covered by a Service Contract that is not covered by a replacement of the property pursuant to the terms of the Service Contract, You shall be entitled to cancel the Service Contract and receive a pro rata refund on any unearned provider fee, less any claims paid. If a claim has been made under this Service Contract, You may cancel the Service Contract and We shall refund to You one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid.

Wyoming: The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. Arbitration: If You are a resident of Wyoming, the following shall replace Section 15 "Arbitration" of these Terms and Conditions: At the time of any disagreement, the parties may mutually agree to submit any matters of difference to arbitration by executing a separate written agreement. Any arbitration shall be conducted within the state of Wyoming.