

# EPIC Protect - Terms & Conditions

## GENERAL PROVISIONS

Please keep this important Terms & Conditions document ("Service Contract") in a safe place, as it will be needed at the time of Claim. This is not a contract of insurance; it is a Service Contract. The information contained in this Service Contract, including on the Confirmation Page and any Amendments, is intended to serve as a valuable reference guide to help You determine and understand what is covered under Your Service Contract. For any questions regarding the information contained in this Service Contract, please contact Us at the toll free number in this document.

THIS SERVICE CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH AFFECTS YOUR RIGHTS UNDER THIS SERVICE CONTRACT. PLEASE READ THE TEXT UNDER THE SECTION TITLED "BINDING ARBITRATION AND CLASS ACTION WAIVER" CAREFULLY.

### DEFINITIONS:

<p><b>"Claim"</b>: a demand for service or payment in accordance with this Service Contract.</p> <p><b>"Contract Fee"</b>: means the payment amount required from the Contract Holder for coverage to remain in force under this Service Contract, as stated on the Confirmation Page (excludes any applicable taxes).</p> <p><b>"Contract Term"</b>: the period of time in which the provisions of this Service Contract are valid.</p> <p><b>"Covered Product(s)"</b>: an item listed in the "COVERED PRODUCTS" section of the Confirmation Page that was purchased 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 Start Date.</p> <p><b>"Distributor"</b>: the party authorized by Us to sell this Service Contract to You. The Distributor for this Service Contract is shown on the Confirmation Page.</p> <p><b>"MSRP"</b>: the manufacturer's suggested retail price of Your Covered Product.</p> <p><b>"Original Purchase Price"</b> - the amount You paid to purchase the Covered Product, excluding taxes, shipping and installation.</p>	<p><b>"Service Contract"</b> includes these provision pages, the Confirmation Page and any Amendments, and indicates the Terms &amp; Conditions, limitations, exceptions and exclusions included herein and constitute the entire contract. No representation, promise or condition not contained herein shall modify these items, except as required by law.</p> <p><b>"Service Fee"</b>: the amount You are required to pay, per Claim, for services under this Service Contract, as indicated on the Confirmation Page.</p> <p><b>"You", "Your" and "Contract Holder"</b>: indicates the purchaser of this Service Contract and the owner of the Covered Product(s) that are covered by this Service Contract as shown on the Confirmation Page.</p> <p><b>"Waiting Period"</b>: the period of time starting on the Contract Start Date, as shown on the Confirmation Page, during which no Claims are considered for coverage under this Service Contract.</p> <p><b>"We", "Us", and "Our"</b> indicate the Obligor/Provider/Administrator of this Service Contract as shown on the Confirmation Page.</p>
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### PRODUCT COVERAGE ELIGIBILITY:

Subject to all the provisions, limitations and exclusions in this Service Contract, Covered Product is eligible for coverage if:

1. It is included in the list of Covered Products shown on the Confirmation Page;
2. It is used in the manner for which it was intended (as specified in the manufacturer's warranty/owner's manual), and
3. It is fully operational and not damaged as of the Contract Start Date. We 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.

**YOUR RESPONSIBILITIES:**

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

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

**EFFECTIVE DATE OF COVERAGE - WAITING PERIOD:**

Your Contract Start Date is shown on the Confirmation Page. Your Service Contract may include a Waiting Period as shown on the Confirmation Page which may vary depending on the Covered Product and/or the coverage type. The Waiting Period starts on the Contract State Date. You cannot submit a claim for coverage until expiration of the applicable Waiting Period.

**PLAN AND RENEWABILITY:**

The Plan and Renewability options of this Service Contract are indicated on the Confirmation Page and explained below.

**ANNUAL OR OTHER TERM PLAN** - If You purchased an Annual or Other Term Plan, You are required to pay the Contract Fee at the start of the Service Contract for the initial Contract Term as indicated on the Confirmation Page, unless We have offered You a payment plan allowing You to pay the Contract Fee monthly over a set number of months. If any payment due is not received by Us by the due date, this Service Contract will automatically terminate and not be eligible for reinstatement or any refund.

At the end of the initial Contract Term, and any subsequent Contract Term, this Service Contract may be eligible for renewal if indicated on the Confirmation Page. To renew (1) We must receive the Contract Fee for the next term on or before the due date shown on the Confirmation Page, and (2) the Limit of Liability must not have been reached. We reserve the right to change the provisions of this Service Contract (including the Contract Fee and Service Fee) for each new Contract Term, but if We make any change We will give you at least thirty (30) days written notice prior to the renewal date. If Renewal is not indicated on the Confirmation Page, or the renewal requirements have not been met, this Service Contract will end at the end of the term and We will have no further obligations to You.

If You submit a Claim during a time in which there are unpaid 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 Service Contract, at Our sole discretion.

**WHAT IS COVERED:**

This Contract may provide coverage for:

1. **Mechanical or Electrical Breakdown** - failure of a Covered Product to perform its intended function due to failure or breakdown of mechanical or electrical components, including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Covered Product. Mechanical or Electrical Breakdown is only provided on those Covered Products indicated on the Confirmation Page.
2. **Power Surge** - damage to a Covered Product resulting from an oversupply of voltage to Your Covered Product 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 Covered Product to a power supply. For major appliances such as refrigerators, freezers, washing machines, clothes dryers, dishwashers, ranges, cooktops, ovens and microwave ovens the use of an approved surge protector is not required in order to receive benefits under this Power Surge coverage. This covers only damage to the Covered Product. Power Surge is only provided on those Covered Products indicated on the Confirmation Page.

3. **Additional Benefits** - any benefits shown on the Confirmation Page or in any attached Service Contract Amendments.

**IMPORTANT DISCLOSURES REGARDING "WHAT IS COVERED" AND MANUFACTURERS WARRANTY:** Coverage described in this Service Contract will not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and will not be considered under this Contract, even if you fail to report it to the manufacturer or if the manufacturer fails to provide coverage. This Service Contract provides additional benefits during the manufacturer's warranty term. If a Covered Product is still within any portion of the manufacturer's warranty You should look first to the manufacturer's warranty for coverage and then to this Service Contract for coverages not provided by the manufacturer if provided in this Service Contract

**IF YOU NEED TO FILE A CLAIM:**

**IMPORTANT: The submission of a Claim does not automatically mean that the damage to or breakdown of the product is covered under this Service Contract. In order for a Claim to be considered, We must be contacted first for Claim approval.**

Your Confirmation Page shows how to reach us if You need to file a claim. Have Your Contract Number available. A customer service representative will be available 24 hours a day, 7 days a week. Explain the problem Your Covered Product is experiencing. Provide Us any additional information and documentation We may need to validate the Claim. We may perform a telephone diagnosis of the failure. We may also require you submit pictures as further documentation.

After confirmation of Claim eligibility under Your Service Contract, You will be instructed as to the procedures for obtaining service applicable to Your Covered Product. We will not reimburse You for services performed without Our prior approval.

**SERVICE FEE:** You may be required to pay a Service Fee per Claim for covered services. The amount of any Service Fee is shown on the Confirmation Page. We may collect the Service Fee at the time We authorize services, or You may be required to pay the Service Fee to the service technician, at Our sole discretion.

**SERVICE TYPE:** In the event of a covered Claim this Contract provides, as indicated on the Confirmation Page, for either:

1. Repair - labor and/or parts necessary to repair the Covered Product. Parts used to repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Covered Product. If We determine Your original Covered Product cannot be repaired, We may, at Our sole discretion, (a) replace the original Covered Product with a new or refurbished product having similar features and functionality, or (b) provide compensation in the form of a check, voucher or gift card, in an amount equal to the lesser of (i) the cost of a new or refurbished product having similar features and functionality, or (ii) the Limit of Liability shown on the Confirmation Page.
2. Replacement - a replacement of the originally Covered Product. We will replace your Covered Product one (1) time if required due to mechanical and/or electrical failures that occur during normal use and operation in accordance with the manufacturer's specifications. The Covered Product will be replaced with a product of like kind and quality, with a cost not to exceed the Limit of Liability shown on the Confirmation Page.

Upon replacement of a Covered Product for any reason this Contract will be fulfilled and provide no further coverage on the Covered Product replaced or the replacement product. We do not guarantee that any replacement product will be of the same color or brand as Your original Covered Product, and the replacement may be new, used or refurbished, in Our sole discretion. Technological advances may result in a replacement product with a lower selling price than the original Covered Product, and no reimbursement based on any replacement product cost difference will be provided. Any and all parts or units replaced under this Service Contract become Our property in their entirety and You may be required to ship the replaced parts or units to Us at Your expense.

All Service Types described above are subject to the Limit of Liability section below.

**SERVICE LOCATIONS:** We will determine, at Our sole discretion, which place of service from those indicated below applies to Your Covered Product based on the Covered Product and the circumstances of failure, unless a specific service location is indicated on the Confirmation Page.

1. In-Home/On-Site Service - We will arrange for Your Covered Product to be serviced at Your location; as long as You have provided the following:
  1. easy accessibility to the Product, as determined by Us or the authorized technician;
  2. a non-threatening and safe environment, as determined by Us or the authorized technician; 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 Covered Product.

In the event it is necessary to continue certain repair services at a repair center, You may be required to ship/transport the Covered Product to a repair center designated by Us. 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 Us during regular business hours, local time, Monday through Friday (except holidays).

2. Depot Service - We will pay for the packaging and postage costs required to ship Your Covered Product to and from Our authorized depot center.
3. Mail-In/Carry-In Service - We will provide You with all of the information and directions necessary to complete such servicing. NOTE: for Mail-In or Carry-In Service, You are responsible for transporting or shipping Your impaired Covered Product to and from the authorized servicing center at Your expense unless indicated otherwise on the Confirmation Page. In the event the impaired Covered Product needs to be then shipped to another authorized location, We will pay for the shipping costs to and from such authorized location.

If We authorize service for a claim on Your Covered Product, and it is then determined by Our authorized service center/technician to be excluded under this Service Contract, or results in a "no problem found" diagnosis, You may be responsible for all costs associated with the diagnosis and repair including shipping costs.

**INTERNATIONAL SERVICE** - Worldwide coverage for Your Covered Product is available outside the manufacturer's warranty when You travel overseas. Contact Us at 727-579-6200 to obtain detailed instructions and a repair authorization number prior to work being done. Note: International Service does not include on-site service. You must be a resident of the U.S. and be traveling overseas to be eligible for International Service.

**LIMIT OF LIABILITY:**

1. **Product Claim Limit of Liability:** For any one Covered Product, the maximum amount We will pay under this Service Contract for a single claim is shown on the Confirmation Page.
2. **Aggregate Claim Limit:** In the aggregate, the total amount We will pay for ALL Claims pursuant to this Service Contract shall not exceed the Aggregate Claim Limit shown on the Confirmation Page. In the event this limit is reached, Your Service Contract will end and We will have no further obligations to You under this Service Contract.

**WHAT IS NOT COVERED (GENERAL EXCLUSIONS):**

AS RELATED AND APPLICABLE TO THE COVERED PRODUCT(S), SPECIFIC EXCLUSIONS RELATED TO EACH COVERED PRODUCT, (IF ANY) ARE INDICATED WITH THE PRODUCT. THIS SECTION PROVIDES EXCLUSIONS THAT APPLY TO ALL COVERED PRODUCTS. THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

1. Any Claim submitted during any Waiting Period shown on the Confirmation Page;
2. 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 Product before the Contract Start Date);
3. Any Claim for service to or replacement of the Covered Product that We have not prior authorized;
4. Failure or damage of non-operational components such as but not limited to: case or body housings and frames, wheel covers, cabinetry and cabinet frames, decorative finishing, door liners, glass, handles, knobs, masks, racks, rollers or wheels, shelves, drawers, and cosmetic damage that does not impede the functionality of the Covered Product;
5. Any merchandise that has been confirmed by Our authorized servicer to have removed or altered serial numbers;
6. Initial delivery or installation costs associated with the purchase of Your Covered Product;
7. 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;
8. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service contract;
9. Any merchandise that has been used by a business, enterprise or education institution, or for any commercial or organizational purposes;
10. Any work that cannot be performed in a safe manner;
11. Correction or upgrade of the Product or System in order to comply with Federal, State, or Local Codes whenever no operational failure has occurred;
12. Abuse (meaning, the intentional mistreatment of a Covered Product 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 a Covered Product;
13. Theft or mysterious disappearance, unforeseen disappearance or vandalism of or to the Covered Product;
14. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation;
15. Operation outside the manufacturer operational or environmental specifications;
16. Product upgrades;
17. Damage to computer hardware, software, or data arising or resulting from causes including, but not limited to: viruses, programs or applications (whether malicious or otherwise), encryption (whether authorized or unauthorized), network drivers, source code, object code, proprietary data, or any support, configuration, installation or reinstallation of any software or data;
18. Unauthorized access, or modification of, any Covered Product or part or component thereof, including integrated computers and computer software, whether physically or remotely, by any third party, including, but not limited to, hacking, malicious software, or any modification or alteration to computer software outside of the manufacturer's original purpose;
19. Any consumer replaceable items designed to be replaced over time during the life of a Covered Product; including, but not limited to: lamps, bulbs, housings, fuses, fluids, hoses, batteries, belts, connectors, filters, bags, lint screens, adaptors and remote controls not sold separately;
20. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts;
21. Periodic or preventative maintenance;
22. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Product in conditions outside manufacturer specifications, or use of the Covered Product in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Covered Product in a manner inconsistent with its design or manufacturer specifications;
23. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Product performed by anyone other than a service center/technician authorized by Us;
24. Any kind of manufacturer recall or rework order on the Covered Product, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.

IN ADDITION TO THAT WHICH IS NOTED ABOVE, WE SHALL NOT 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 PRODUCT, OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS OR COMPONENTS.

**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 PRODUCT FOR SERVICING PURSUANT TO THE TERMS & CONDITIONS OF THIS CONTRACT.

**TRANSFERABLE:** Coverage under this Service Contract may be transferable as indicated on the Confirmation Page.

**CANCELLATION:**

**You may cancel this Service Contract at any time by informing Us of Your cancellation request.**

**IF YOU CANCEL THIS SERVICE CONTRACT:**

1. Within 30 days of the Contract Start Date, You will receive a 100% refund of the Contract Fee paid minus any claims paid.
2. After 30 days from the Contract Start Date You will receive a refund equal to the pro-rata amount paid for the time remaining on Your Service Contract, minus any claims.

If Your refund is not paid or credited within thirty (30) days after We receive Your cancellation request, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.

**NOTICE:** If You cancel this Service Contract during a time in which there are unpaid 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 Contract Fee, We may bill You for the lesser of the net amount due to Us or the remaining unpaid Contract Fee. We will bill You any balance owed to Us through the same mechanism as any previous installment billings, or We will direct bill.

**WE MAY ONLY CANCEL THIS CONTRACT FOR:**

1. Non-payment of the 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 Product or its use.

If We cancel this Service Contract, We will provide written notice to You at least 30 days 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 Service Contract, You will receive a pro-rata refund based upon the same criteria as above.

**GUARANTEE:**

This is not an insurance policy; it is a service contract. We have obtained a contractual liability insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Covered Product 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 Contract Fee, You are entitled to make a direct Claim against the Contract Insurer shown on the Confirmation Page.

**BINDING ARBITRATION AND CLASS ACTION WAIVER:**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS. Any controversy or claim arising out of or relating to this Service Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). You and We both agree to give up

the right to resolve a controversy or claim by a judge and/or 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. Unless the arbitrator determines that the claim was frivolous, or brought for improper or harassing purposes, We will reimburse Your arbitration filing fees and pay the AAA's and arbitrator's fees and expenses. The decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in any State or Federal court of competent jurisdiction. Any claim must be brought by You or Us in an individual capacity, and not as a class representative or class member in any class action litigation, and/or class arbitration or any consolidation of individual arbitrations.