

Product Protection Plus

Service Contract Administrator/Obligor:

Product Protection Plus, Inc.

6005 E. Evans Ave.

Denver, CO 80222

Telephone: (303) 372-6760

Congratulations! You have just made a smart consumer decision to protect yourself from the future cost of repairing your new Product by purchasing a Product Protection Plus Service Plan, an extended warranty protection plan (hereafter, "Plan")

This Plan is a contract between the Administrator/Obligor, Product Protection Plus, Inc., 6005 E. Evans Ave., Denver, CO 80222 (hereafter, "PPP," "its," "us," "we," "our" or "administrator") and you, the purchaser (hereafter, "you," "your," or "purchaser"). This Plan is provided, administered, and serviced by PPP. ¹ please keep this document in a safe place along with the sales receipt you received when you purchased your Product. The sales receipt may be required at the time of service. It will serve as a valuable reference guide and will help you determine what is covered by the Plan. PPP will assist you in understanding your warranty and the benefits of the Plan.

PRODUCT ELIGIBILITY

The extended warranty protection offered under this Plan is one of the most dependable and comprehensive extended warranties available in the industry; the Plan offers additional coverage beyond than offered by the manufacturer of your major household appliance (the "Product"). The Plan covers Products purchased as new or factory-refurbished (a/k/a "As-Is" or "out-of-box") and manufactured for use in the United States, which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States.

In order to be eligible for a Plan, the manufacturer's original or factory-refurbished warranty must provide at least ninety (90) days parts and labor coverage for the Product from the time of the purchase of the plan. This Plan provides for the repair or replacement of your Product to its standard operating condition if the Product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship, or unless otherwise stated in the Exclusions from Coverage section of this document. Coverage only applies to Products used noncommercially, unless the optional plan for commercial coverage has been purchased. "Commercially" as used in this term of service means any use beyond use by a single family in a single family dwelling/residence. Accessories and/or add-on options purchased separately and not essential to the basic function of the covered Product are not eligible for coverage. There is no deductible under this Plan.

COVERAGES

All Plans -- No refunds will be made based on the replacement Product cost difference. The most we will pay and/or be liable for on any single repair to your covered Product or its replacement is the current depreciated price you paid for the original Product at the time of the original purchase, excluding taxes. We can, at our sole option, provide you with a replacement Product of equal or similar features and functionality, though not necessarily the same brand, model, and/or appearance. If we, at our sole discretion, determine that the Product covered by any plan is not repairable and has undergone three service issues with the same diagnostics in a row, the replacement Products will include a manufacturer's warranty and we have the option at our sole

discretion to offer an additional extended service contract on the replacement Product. Replacement Products may be new or rebuilt Products. Our maximum liability to you is the replacement of the Product and/or refund of your Plan purchase price, whichever we choose at our sole discretion. If we provide you with a replacement Product, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract. If the Product covered by any plan is not repairable and a replacement Product of equal or similar features and functionality, though not necessarily the same brand, is not available, we will refund you money up to the Products warranty purchase price, excluding taxes, and this contract will be fulfilled and all obligations satisfied. All plans herein are “Date of Purchase” plans. All of the plans’ term(s) begin(s) on the date of Product purchase or date of installation by the selling retailer (proof of installation date will be required if different from Product purchase date) and continues for the period of time defined on your sales receipt. All plans are inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but may provide certain benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. After each portion or all of the manufacturer’s warranty expires, the Plan will furnish replacement parts and/or labor necessary to restore your covered Product to standard manufacturer’s operating condition. If service is required because of a Product failure during normal usage, PPP has the option, at its sole discretion, to repair the defective Product three times or replace it with a Product of equal or stellar features and functionality, though not necessarily the same brand. A replacement part or Product may be new or refurbished.

Repair Plans -- Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides Product support or all parts sources have been exhausted during the coverage period of the Repair Plan, PPP shall be excused from performance hereunder and you shall receive a full refund of the purchase price paid by you for the applicable plan less claims paid, if any. Repair parts may be new or rebuilt. In no event shall PPP be liable for any damages as a result of the unavailability of repair parts. In no event shall the obligation to administer claims extend beyond the term of coverage commencing upon the date of Product purchase. You may be required to ship or deliver the defective Product prior to receiving reimbursement or a replacement Product. PPP will retain ownership of all parts removed from repaired Products or complete units replaced in their entirety. If it is determined the problem is not covered under the terms of the applicable plan or there is a “no problem found” diagnosis, you will be responsible for any related charges to the service center.

Replacement Plans --The PPP Replacement Plans are “Date of Purchase” Plans. The PPP Replacement Plan term begins on the date of Product purchase and continues for the period of time defined on your sales receipt or until a replacement claim is paid, whichever occurs first. Actual replacement coverage under this Replacement Plan begins upon expiration of the shortest portion of the manufacturer’s original or factory-refurbished parts and/or labor warranty. Replacement options will be based on the current depreciation value of the Product and a buyback option will be presented for the Product that is currently under a replacement claim. Replacement Products may be new or rebuilt Products but may not be the same model, brand, and/or appearance as the Product being replaced. The Replacement Plan is limited to one replacement for Products purchased and does not cover taxes, trip, labor or shipping charges. The Replacement Plan is not transferable and our maximum liability to you is the replacement of the Product covered by the plan after three attempts of service have been made with certified service provider. If we provide you with a replacement Product, our maximum liability has been met under this contract and there will no longer be coverage under the terms of this contract

Power Surge — This feature protects your covered Product against damage or defects caused by a power surge while your covered Product is properly connected to a surge protector approved by the Underwriter’s Laboratory (“UL”). Assuming appropriate connection to a UL approved surge protector are the circumstances, if your covered Product suffers damage from a power surge, you must first file a claim With the insurance carrier who provides your homeowner’s/renter’s insurance and/or to the insurance carrier of the manufacturer of the surge protector for reimbursement of the cost to repair your covered Product. PPP will reimburse any applicable carrier’s deductible up to a \$1,000 limit once proof of a valid insurance claim and use of a UL approved surge protector is provided to us.

Commercial Plan — for Products used in a Commercial setting/environment (*i.e.* for use other than in a residential single-family setting), a Commercial Plan is required. If purchased, this Commercial Plan will furnish replacement parts and/or labor necessary to maintain your covered Product that is used in a Commercial setting in those cases where the manufacturer's original warranty is null and void. For these Products, this Plan will begin from the date of purchase and continue for the period of time defined on your sales receipt. Selected Products are manufactured specifically for commercial use and include a manufacturer's warranty. For those Products, actual service coverage under the Plan begins upon expiration of the shortest portion of the manufacturer's original or factory-refurbished parts and labor warranty. During the manufacturer's warranty period, any parts, labor, on-site service or shipping costs covered by that warranty are the sole responsibility of the manufacturer. (For additional coverage information, refer to the Repair Plan listed above.)

Note: Special Features, Benefits or Optional Plans (*i.e.*, Food Loss, etc.) are not available for Products covered under the Commercial Plan.

SPECIAL FEATURES AND BENEFITS

Food Loss - This feature will reimburse you for food loss (perishable items that require refrigeration) due to the mechanical failure of your covered refrigeration or Products compressor. This coverage specifically does not include food loss due to a loss of power at your dwelling/residence caused by the electric company or hazards in nature. Request for service should be initiated within twenty-four (24) hours from discovery of refrigeration failure. To receive coverage for food loss, the failure of your Product must be due to a defect in the components of the Product referring to compressor, excluding icemaker repairs. You will be reimbursed up to the limit of five dollars (\$5.00) per cubic foot of storage space and a maximum of three hundred dollars (\$300.00). To receive payment, you must have the appliance repaired by a service center authorized by PPP and submit the following:

- A copy of the repair order, including diagnostics and service repair costs
- An itemized list of food lost due to the lack of refrigeration via compressor failure □
Proof of purchase for the replaced food within one week of Products repair

IF YOUR PRODUCT NEEDS REPAIR

If your covered Product needs repair or is eligible for a replacement claim you are required to call 303-372-6760 during regular business hours Mondays through Friday 9:00AM to 5:00 PM to obtain authorization or request a service repair. For faster service, please have your dated proof of Product purchase (sales receipt) available when you place the call. If the covered equipment is still covered by the manufacturer's warranty, you may be directed to call the manufacturer prior to being referred to a service center. We will not reimburse you for repairs performed without our prior approval or performed by unauthorized services or others. Do not return the covered Product to your retailer unless so instructed by PPP. When you receive authorization for repairs, the service representative will direct you to a designated service provider. A copy of the proof of Product purchase (sales receipt), and a brief written description of the problem must accompany the Product along with a picture of the model and serial number directly from the Product. We will not be liable for freight charges or damage due to improper packaging.

If your Plan expires during the time of an approved repair or replacement, this Plan is extended until the repair or replacement has been completed.

If your Product is covered under another valid service contract and/or third-party insurance policy, this Plan will provide coverage over and above the other service contract and/or third-party insurance policy. While we try to complete service as quick as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility, act of terrorism, or acts of God (including without limitation adverse weather).

EXCLUSIONS FROM COVERAGE

This Service Contract and/or the Plan does not cover any loss, repairs or damage caused by or resulting from: pre-existing conditions incurred or known to you (pre-existing means a condition that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); improper packaging and/or transportation damage during shipment to a service center or relocation of the Product; installation, removal, reinstallation or improper installation of components, upgrades, attachments or peripherals; damage or other equipment failure due to causes beyond our control such as (without limitation) environmental

conditions, exposure to weather conditions or acts of nature including, but not limited to: fire, floods, smoke, sand, dirt, lightning, moisture, water damage of any kind, whether from fresh water, saltwater or other water intrusion, freezes, storms, wind or windstorm, hail, earthquake, etc.; damage or failure caused by riot, nuclear radiation, terrorism, war or hostile action, radioactive contamination, etc.; battery failure or leakage; collision with another object, collapse, explosion, liquid spillage of any kind by any owner, employee, third-party, repair personnel, etc., unless covered under a service plan which specifically includes any of the defined causes; interruption of gas or electrical service; neglect, negligence, misuse, abuse, intentional physical/mechanical/electronic damage or malicious mischief, theft or mysterious disappearance, vandalism, rust, corrosion, warping, bending, animal or insect infestation, etc. to the Product or any component; accidental damage, including physical/mechanical/electronic damage cause by dropping; damage, warping, bending or rusting of any kind to the housing, cabinetry, outside casing or frame of the Product or any no operating part, including but not limited to plastic, or decorative parts such as hinges, knobs, door liners, glass, handles, masks, rack rollers, shelves, etc.; loss of or repair to any components within the Product not originally covered by the manufacturer's warranty or are considered expendable or consumer replaceable items and are designed to be consumed during the life of the covered Product such as but not limited to, lamps, bulbs, tubes, filters, lint screens, external hoses, baskets or buckets, cords, wiring, cables, fuses, keypads, switches, connectors, batteries, ribbons, belts, drums, gaskets, rubber door seals, or any other parts or materials which are designed to be consumed during the life of the covered Product; improper installation of customer replaceable components, modules, parts or peripherals and/or installation of incorrect parts; failure to Product attachments not provided by the manufacturer or included in the original sale; repairs for cosmetic damage or imperfections or to structural items when they do not impact operational performance of the covered Product; non-failure problems including but not limited to noises, squeaks, etc.; operational errors on the part of the consumer (e.g., as abnormal ice build-up in a refrigerator or freezer); removal, installation, reinstallation, unauthorized repairs, etc., of any internal component or covered Product including but not limited to adjustments, manipulation or modifications made by anyone other than an authorized service technician; loss of power, improper use of electrical/power, power "brown-out", power overload or power surge unless covered as further defined in the Special Features section of this document; any resultant malfunction or damage of or to an operating part of the covered Product from failure to provide manufacturer's recommended maintenance or operation/storage of the covered Product in conditions outside manufacturer specifications or use of a covered Product in such a manner as would void coverage under the manufacturer's warranty or that are used in a manner inconsistent with the design of the equipment or manufacturer instructions or specifications; normal periodic or preventative maintenance, user education, set up adjustments; cleanings or any repair covered by a manufacturer warranty or other insurance; as a result of the malfunction of or damage to an operating part of the covered Product; signal reception or transmission problems resulting from external causes.

Other exclusions include, but are not limited to: (1) Products subject to a manufacturer recall or rework to repair design or component deficiencies, improper construction, manufacturer error, etc. regardless of the manufacturer's ability to pay for such repairs; (2) unauthorized modifications and adjustments, alterations, manipulation or repair to the Product made by anyone other than an authorized service technician; (3) Products with removed or altered serial numbers, consequential damages or delay in rendering service under this contract; (4) all Products and/or components that are used in applications that require continuous business and/or commercial operation, or are used for commercial, industrial, educational or public use purposes or offered on a rental basis; and or (5) equipment sold without a manufacturer's warranty. This plan does not cover the cost of removal or disposal of this Product in order to comply with EPA or similar governmental agency's disposal requirements. You are responsible for backing up all software and data, if any, on or in the covered Product on a regular basis and prior to our commencement of any repair. This Plan does not cover restoration of software or data, or data retrieval to your covered Product. If you're covered Product experiences a failure or damage that is excluded from coverage under this Section or in the event of a repair incident wherein there is a "no problem found" diagnosis from the manufacturer or a manufacturer-authorized repair source, then you are responsible for all repair costs including

DISCLAIMER OF CERTAIN LIABILITIES

Under no circumstances shall the retailer or PPP be liable for indirect, consequential, or incidental damages to you or your home (including damages for lost profits, business interruption, loss of data,) even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to a manufacturer's program of reimbursement.

CANCELLATION

Different states have different laws requiring cancellation rights that you have and that we have. Please consult with an attorney licensed in the applicable state for the most current laws pertaining to your cancellation rights and our cancellation rights before entering into this Service Contract. By entering into this Service Contract, you agree that you fully understand your cancellation rights and our cancellation rights

By You -- This service contract provides a thirty (30) days free look period from the purchase date of the service contract. You may cancel this service contract by informing the selling dealer/retailer of your cancellation request within thirty (30) days of the purchase of the service contract and you will receive a 100% refund of the full purchase price of the service contract. If you cancel the Plan after thirty (30) days, you will receive a pro-rated refund less or a cancellation fee of 25% of the purchase price. In no event will claims be deducted from a refund.

By Us – We have the right to cancel this service contract at our sole discretion based on your claim and of your claim as stated above in exclusions coverage plan as well as verbal abuse, threatening actions or statements, unwarranted conduct to service provider and or threats to service provider. We will provide you with a written notice of cancellation at your last known address, with the effective date for the cancellation and the reason for cancellation.

TO RENEW THIS SERVICE PLAN

To renew your coverage, please call 303-372-6760 30 days prior to the expiration date of the Plan. Renewal prices will reflect the age of the Product, current service costs, and Product repair experience. Renewal prices will be available from PPP upon request at time of renewal.

Note: not all Products are eligible for renewal.

CONTACT INFORMATION

Attn: PPP Department.
6005 E Evans Ave,
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If you have any further questions, concerns, feed back or suggestions. Please Call 303-3726760.

