

## Protection Plan

### SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is issued to You and includes the terms and conditions below, any state specific disclosures, any other applicable disclosures, as well as Your Coverage Confirmation. This Service Contract covers the Product(s) described on Your proof of coverage, or if applicable, Your receipt, other enrollment documentation, or Your Product Profile (“Coverage Confirmation”). We may require You to provide these documents prior to Your service event. This is not an insurance contract.

**COVERAGE UNDER THIS SERVICE CONTRACT IS SECONDARY TO COVERAGE PROVIDED EITHER BY YOUR MANUFACTURER OR PRODUCT SELLER’S WARRANTY. DURING THIS WARRANTY PERIOD, LOOK FIRST TO YOUR MANUFACTURER OR PRODUCT SELLER FOR BREAKDOWN ISSUES. THIS SERVICE CONTRACT DELIVERS ADDITIONAL SERVICES FOR YOUR PRODUCT DURING THIS WARRANTY TIMEFRAME.**

#### DEFINITIONS

**Administrator** means the entity responsible for managing the benefits and services outlined in this Service Contract. The Service Contract Administrator is Federal Warranty Service Corporation in all states except in Florida where the Administrator is United Service Protection, Inc., and in Oklahoma where the Administrator is Assurant Service Protection, Inc. The address and phone number for each Administrator is P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-317-9156.

**Breakdown** means during the Service Contract term, if You submit a valid claim on a Product, notifying Us of a mechanical or electrical failure or other defect in materials and workmanship, We will arrange to service the Product with the necessary parts and/or labor as outlined in this Service Contract.

**Coverage Type** means the package of services and coverages provided under this Service Contract as listed on Your Coverage Confirmation. The Coverage Type You select at enrollment determines the coverages available under this Service Contract.

**Damage** means during the Service Contract term, if You submit a valid claim on a Product notifying Us of a failure due to accidental damage from handling, We will arrange to service the Product.

Refer to Your Coverage Confirmation to see if Damage is included in Your Coverage Type and available for Your Product type.

**Power Surge:** means a Product failure resulting from a voltage oversupply. For consumer electronics, claimed Products must be connected to a surge protector approved by the Underwriter’s Laboratory, Inc. at the time of loss. Power Surge does not include damage resulting from the improper installation or improper connection of the Product to a power source. Refer to Your Coverage Confirmation to see if Power Surge is included in Your Coverage Type and available for Your property type.

**Product Profile (if applicable)** means the personal user account You create with Us to register and manage Your Product(s) and

view Your coverage details (including the Product(s), Coverage Type, coverage term, price, applicable Service Fee (if any), and other applicable coverage information.

**Products(s)** means Your eligible property listed on Your Coverage Confirmation or any eligible property purchased from DXE as listed on Your Coverage Confirmation. In addition, at Our discretion, coverage may extend to any replacement property provided by the Product Seller, the manufacturer, or by Us.

**Provider** means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation in all states except in Florida where the Provider is United Service Protection, Inc., and in Oklahoma where the Provider is Assurant Service Protection, Inc. The address and phone number of each Provider is P.O. Box 105689, Atlanta, GA 30348-5689, 1-800-317-9156.

**Seller** is the entity that made available this Service Contract as listed on Your Coverage Confirmation.

**We/Us/Our** means the Provider, the Administrator, or our third party authorized servicers.

**You/Your** means the Product(s) owner or lessee under this Service Contract.

#### WHEN COVERAGE BEGINS AND ENDS

This Service Contract begins after Your manufacturer’s warranty period.

We reserve the right to deny coverage for any property that You do not register or that We do not approve as Product. In addition, We may disapprove enrollment in this Service Contract for any reason.

Should We disapprove coverage, We will notify You within thirty (30) days of Your enrollment or Product registration and refund any applicable price collected.

Your coverage start date, Coverage Type, term, end date, price, Service Fees, and other coverage specifics are listed on Your Coverage Confirmation.

**For those who purchase month to month coverage or a renewable term option (when offered), Your Service Contract will renew automatically at the end of Your Coverage Term as listed on Your Coverage Confirmation unless cancelled or not renewed previously by either You or Us. The affirmative consent to this provision is obtained from You at the time of purchase.**

#### WHAT IS COVERED

In exchange for the price paid, this Service Contract covers one or more the following benefits as determined by Your Coverage Type:

**Breakdown and Power Surge:** If during the Service Contract term, You submit a valid claim on a Product to notify

Us of a Breakdown or Power Surge, We will arrange to replace the claimed Product.

In addition, during the Service Contract term, We may provide You with other services specific to Your Product(s). These limited benefits may include (but are not limited to) support, content backup and security services, claims management tools, alternative servicing and upgrade options, rewards benefits, discounts, and promotions. Certain features of these services may not be available on or compatible with all Product types.

## WHAT IS NOT COVERED

We will not provide service to a Product with failure or damage that results from:

1. Breakdown or damage caused by improper installation, the use of improper cleaning methods or products (outside of the manufacturer's recommendation), or relocating a non-portable Product from one location to another.
2. Breakdown or damage caused by
  - a. misuse, reckless, excessive or abusive, willful or intentional conduct associated with handling and use of the Product, including vandalism;
  - b. exposure to environmental or weather conditions outside of the manufacturer's guidelines;
  - c. rust or corrosion;
  - d. acts of God, or other external causes such as fire, except as described in What Is Covered;
  - e. an improper electrical/power supply;
  - f. leaking Product battery (or any other leaking substance on or within the Product);
  - g. service performed by anyone not authorized by the manufacturer or Us or any unauthorized alterations; or
  - h. any other force majeure or event originating from outside the Product.
3. Operating the Product outside the permitted or intended use as described by the manufacturer. A Product with an altered, defaced, or removed serial number. Or, a Product modified by You or with Your knowledge to alter its functionality or capability without the manufacturer's written permission.
4. A Product that was lost, stolen or damaged (when Damage is not part of Your Coverage Type).
5. A Product that is not returned to Us in its entirety.
6. Neglect, including when required maintenance and /or cleaning are not performed as specified by the manufacturer; or damage from accumulation of buildup of dirt, dust, oil, or other substance (including human or pet bodily oils, perspiration, bodily fluids or functions).
7. Cosmetic damage (unless specified in What is Covered), including but not limited to scratches,

dents, or housing cracks that do not otherwise affect the functionality of a Product.

8. Damage caused by normal wear and tear or which is otherwise due to the Product's normal aging (unless specified under Breakdown).
9. Pre-existing conditions known by You that occurred prior to the coverage start date or parts and/or labor for defects that are subject to a manufacturer's warranty or recall.
10. No problem found diagnosis or issues that could be resolved with a software upgrade.
11. Any intentional dishonest, fraudulent or criminal act by You, any authorized user, anyone You entrust with the Product, or anyone else with an interest in the Product for any purpose, whether acting alone or in collusion with others.
12. Any liability for damage arising from delays or any indirect, consequential, or incidental damages due to a claim event. This includes but is not limited to loss of use, loss of business, or down time from delays in repair.
13. Any claim incurred prior to the coverage benefit start date as identified in When Coverage Begins and Ends.
14. Any other act or result not described in What Is Covered.

## YOUR RESPONSIBILITIES

To receive service or support under the Service Contract, You agree to comply with each of the terms listed below.

1. Back up all software and data (as applicable) that resides on Your Product(s). DURING A SERVICE EVENT, WE MAY DELETE THE PRODUCT CONTENT AND REFORMAT THE STORAGE MEDIA. We will return Your Product or provide a similar replacement as originally configured by the manufacturer, subject to applicable updates. You will be responsible for restoring all other software programs, data, and passwords.
2. Update software (as applicable) to currently published releases prior to seeking service.
3. As part of a service event, provide a detailed description about where and when the issue occurred as well as the symptoms and causes of the issues with the Product. In addition, We will need to know of any actions taken to resolve the issue prior to calling Us.
4. Respond to Our requests for information, including but not limited to the Product ownership, the Product's serial number, model, version of the operating system and software installed, any peripherals connected or installed on the Product, any error messages displayed, the actions

which were taken before the Product experienced the issue and the steps taken to resolve the issue.

5. Pay any applicable Service Fee as described below. We will deny the service event if You fail to pay any applicable Service Fee or fail to provide information relating to the service request when asked.
6. Follow the instructions We give You, including but not limited to unlocking Your Product, turning off location features, resetting the Product to factory settings, removing Your data/registration from the Product, refraining from sending accessories that are not subject to service, and packing the Product according to the shipping instructions (when applicable to Your Product type).
7. When receiving onsite service, make sure the Product is accessible in an unobstructed and safe location within reach of an appropriate manufacturer-specified wall outlet. An adult of legal age must be present at time of service.
8. Do not open a Product as resulting damage is not covered by this Service Contract. Only We, the manufacturer, or an authorized servicer approved by Us should perform service on a Product.
9. Protect the Product from damage and perform any routine care and preventative maintenance as designated by the manufacturer as well as comply with the manufacturer's permitted and intended use.

## HOW TO OBTAIN SERVICE AND SUPPORT

All claims for service must be reported as soon as reasonably possible. This Service Contract covers only those service events reported within thirty (30) days of the date of the Product(s)' Breakdown or Power Surge.

We may subcontract or assign delivery for elements of Our obligations under this Service Contract to third parties, when applicable; however, this does not relieve Us of Our obligations under this Service Contract.

**To arrange for service, visit Us at [mydxeprotection.com](https://mydxeprotection.com) or contact Us at 1-800-317-9156.** We will assist You to determine the issue with the Product. To the extent that We confirm a service event, We will process Your claim and arrange for service based the services available for Your Product type, Coverage Type, and applicable services.

We will use new or refurbished parts (when We provide the repair parts) or replacements for any hardware benefit under this Service Contract that are like kind and quality in performance and reliability.

## SERVICE OPTIONS

We will setup service with an authorized servicer determined by Us based on the service available at Your location, for Your Product type, as well as the service that You purchased. Our repair options include:

1. If We determine that the Product requires in-home/on-site service, We will repair Your Product at Your location where available. An adult (of legal age) must be present at the time of repair. Should We determine during the repair visit that We need to repair Your Product elsewhere, We will transport Your Product to and from Our repair center.
2. If the Product qualifies for carry-in service, We either will setup a service event for the repair to be performed at an authorized repair center of Our choosing or arrange with You to take the Product for service and reimburse You (with applicable receipt). You must contact Us to receive a repair authorization prior to service. You may be responsible for transporting Your Product to /from the repair center and assume any corresponding cost.
3. If We determine that the Product is eligible for mail-in service, We will send You a prepaid shipping label (and, if needed, packaging material) for You to ship the Product to an authorized repair center according to the instructions provided by Us. Once service is complete, We will return the Product to You.
4. Depending on the claimed Product and the Coverage Type, We also may provide to You repair advice, products to aid in stain removal, and/or individual parts to replace broken parts.

If the manufacturer's warranty covers the replacement part but not labor at the time of Breakdown, this Service Contract will provide the applicable labor to repair the Product.

Should We choose to replace Your claimed Product because either We are unable to repair it, the repair cost exceeds the current retail replacement value of the Product, or Your Service Contract is a product replacement plan, We, at Our option, will either:

1. Replace the Product with a new or refurbished, replacement that is equivalent to new in performance and reliability. While We will try to accommodate specific replacement preferences, this request is not guaranteed. The price of the replacement will not exceed the Maximum Coverage Per Claim (specified below).
2. Issue a cash credit equal to the value of the replacement product, not to exceed the Maximum Coverage Per Claim. The cash credit, with Your authorization, will be deposited in Your account with the Seller to pay the balance due on the claimed Product or may be used by You toward the purchase of any eligible replacement of Your choice or used to upgrade to another product.
3. Provide a settlement equal to the value of the replacement, not to exceed the Maximum Coverage Per Claim.

When You receive either the replacement, cash credit, or settlement, the damaged/unrepairable Product becomes Our property should We choose to take possession of it at Our sole discretion.

You may be responsible for transporting the claimed Product to Us and assume any subsequent travel or shipping costs such as express or expedited shipping, or any reshipping expenses.

We reserve the right to change the method by which We provide repair or replacement service to You, and the Product's eligibility to receive a particular method of service.

We cannot guarantee that any service or replacement will result in an exact match (such as make/model, materials, or color matches) to the claimed Product. This may be due to availability or differences in dye lots, natural grains, external conditions, or other similar reasons. If We choose to service a Product that is part of a set, We will repair or replace only the piece that is broken or damaged.

## LIMITS OF LIABILITY

Your Maximum Coverage Per Claim is the retail cost of the product, excluding taxes and fees.

In addition, the following limits apply:

The maximum number of replacements is one (1). No further repairs or replacements will be provided. Such repair or replacement shall constitute fulfillment of the Service Contract and will discharge all further obligations.

## SERVICE FEE

There is no Service Fee for any Breakdown repair or replacement events under this Service Contract.

## TERRITORY

The service options and Service Fees listed above for Product services are available for claim events within the United States. Claim events that occur outside the United States or its territories must be reported and processed in the United States.

## INELIGIBLE FOR COVERAGE

**This Service Contract does not cover personal property held in inventory, personal property held as Your stock in trade, or personal property bought for and/or used in a commercial setting.**

**Your property either not registered with Us or approved for coverage by Us as outlined under Product(s) and When Coverage Begins, or property not authorized or intended for sale in the United States by the manufacturer are ineligible for coverage under this Service Contract.**

## CANCELLATION

You may cancel this Service Contract at any time for any reason by contacting DXE via phone at -1-800-777-0703 or visiting online at <https://help.dxeengineering.com/contact-us/>.

If this Service Contract is cancelled within the first thirty (30) days of the coverage start date, the price has been paid, and no service events have been paid, the Service Contract is void and We will issue a full refund, including applicable sales tax.

If You cancel after the first thirty (30) days or when You incur a paid claim, this Service Contract will cancel and We will issue a refund for any unearned pro rata price paid less any claims paid as of the cancel date in addition to an administrative fee (not to exceed ten percent (10%) of the Service Contract price or twenty-five dollars (\$25) whichever is less).

For month-to-month coverage, cancellation may occur upon request at the end of the billing cycle period.

We are not responsible to provide You written notice of cancellation when You cancel this Service Contract.

We may cancel this Service Contract for the following reasons: Within the first sixty (60) days for any reason. Once coverage has been effective for sixty (60) days or more, We may only cancel this Service Contract for (1) nonpayment of the price; (2) fraud or material misrepresentation; or (3) breach of duties by You.

If We cancel, We will provide written notice, with the cancellation date and the reason for cancellation, at the last known mailing or electronic address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata price less any claims paid.

## RENEWAL

For those who purchase a renewable term option, We have the right to non-renew this Service Contract with thirty (30) days advance written notice to You.

For all other coverage terms, at the coverage end date, We may choose, at Our option, to offer You a renewal of this Service Contract; although, We are not obligated to do so. We are not obligated to accept a Service Contract renewal tendered by You.

In addition, We retain the right to revise this Service Contract and adjust the coverage terms including the price and Service Fee upon renewal. In the event of a material change, We will provide You with thirty (30) days advance written notice of such change. You may cancel coverage at any time. If You pay the coverage price after this notification, You agree to these changes.

## TRANSFER

This Service Contract is not transferable to another individual or entity.

## CHANGES

The Service Contract originally issued to You will remain in effect throughout Your coverage term.

If We adopt any revision which would broaden the coverage under this Service Contract without additional payment from You within sixty (60) days prior to, or during the coverage period, the broadened coverage will immediately apply to this Service Contract.

## OTHER CONDITIONS

1. If You provide Your mobile number or email address to Us or the Seller, We may electronically deliver all notices, documents and communications related to this Service

Contract to Your through these channels. You may opt out of electronic communications at any time.

2. We may choose to offer promotions from time-to-time under this Service Contract valued up to the limits regulated under state law.
3. The obligations of this Service Contract are insured by an insurance policy issued by American Bankers Insurance Company of Florida. If We fail to meet Our obligations under this Service Contract, You may, sixty (60) days after filing Your request for service or payment, submit your claim to American Bankers Insurance Company of Florida at: P.O. Box 105689, Atlanta, GA 30348-5689, or by calling 1-800-852-2244.

## **ARBITRATION**

**Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.**

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in

effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting [www.adr.org](http://www.adr.org). We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT** this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

**Certain states require special disclosures or provisions that may vary from the provisions above. The following state variations apply only when the is inconsistency.**