

This is a legal contract (hereinafter referred to as the "Plan"). By purchasing it, You understand that it is a legal contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. This Plan and the Certificate of Coverage constitute the entire agreement between You and Us. No other representation, promise or condition shall alter or modify these terms.

AIG WarrantyGuard, Inc. is the Obligor and administrator in all states with the exception of Florida and Oklahoma in which AIG Warranty Services of Florida, Inc. is the Obligor. The Obligor is contractually obligated to You to provide service under this Plan in accordance with and as allowed by state law. The Obligor is hereinafter referred to as We, Us and Our, and the purchaser as You and Your. Product refers to the product as listed on the Certificate of Coverage and Your purchase receipt.

1. WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment necessary to repair operational or mechanical breakdowns of the Product, provided such service is necessitated by Product failure during normal usage. The Product specified and covered includes only equipment as originally configured from the manufacturer. Coverage also applies to the parts that are necessary to the Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the Product. This Plan is inclusive of the Product's manufacturer's warranty; it does not replace the manufacturer's warranty. Parts and services covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer recall are the responsibility of the manufacturer and are not covered under this Plan.

2. WAIT PERIOD. There is no wait period to obtain the benefits of this Plan upon the effective date of Your coverage. Your coverage under this Plan is effective as of the date stated on Your Certificate of Coverage and is subject to these terms and conditions.

3. ACCIDENTAL DAMAGE FROM HANDLING (ADH). ADH coverage is available under this Plan if it is listed on Your Certificate of Coverage. ADH covers operational or mechanical failure caused by an accident from handling, such as drops and liquid spills, which arise from normal daily usage of the Product as the manufacturer intended. ADH does not include protection against normal wear and tear, theft, misplacement, negligence, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any secondary damage, such as a vehicle running over the Product after the Product has been dropped, is not covered. You will be required to provide a detailed explanation of how Your Product was damaged to submit a claim under this coverage. The effective and expiration date of Your ADH coverage will be listed on the Certificate of Coverage.

4. OBTAINING SERVICE. We will assist You in understanding Your benefits from the day You purchase Your Plan. If Your Product needs repair You are required to call Us at the toll free number listed on the Certificate of Coverage. Our toll free number is available 24 hours a day 364 days per year. You may also contact Us in writing at 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration dates of this Plan are listed on the Certificate of Coverage. There are some limitations of coverage and necessary procedures to be followed to obtain the services under this Plan; You should review these terms and conditions carefully for such details.

5. IMPORTANT NOTE: Repairs recommended by the repairing facility not necessitated by operational or mechanical breakdown of the Product are not covered unless specifically authorized by Us. Model number and serial number of all Products to be covered must be provided to obtain service. If We determine Your Product is found to be performing to the manufacturer's specifications, it will be returned to You and no service shall be performed under

this Plan. You must back-up any data stored on Your Product before You have it serviced under this Plan. We, and Our service providers, are not responsible for any loss of Your data that was stored on Your Product under any circumstance

6. SERVICE TO BE PROVIDED. If Your claim for service under this Plan is covered and approved by Us, We will at Our option complete the lesser of (a) the repair of Your Product with new or refurbished parts, or (b) replacement of Your Product with a new or a refurbished product with comparable specifications. The decision to repair or replace Your Product will be made at our sole discretion. If Your Product requires repair, service may only be provided as authorized by Us and is required to be performed by Our authorized service providers. You may be asked to provide proof of purchase as a condition for receiving service under this Plan.

7. PARTS AND REPLACEMENT PRODUCTS. Parts used to repair Your Product and products that are provided to You as a replacement for Your Product may either be new or refurbished at Our sole discretion.

8. UNABLE TO REPAIR. If We determine that We are unable to repair Your Product due to the unavailability of parts, service or technical information, or if the cost to repair will exceed the Limitations of Liability as described herein, the total liability owed to You under this Plan will be that as set forth in the Limitations of Liability section of this Plan. If parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine, at our sole discretion, whether a replacement product or reimbursement will be made.

9. DEDUCTIBLE. This Plan has a deductible if stated on the Certificate of Coverage.

10. RENEWABILITY. This Plan is not renewable.

11. LIMITATIONS OF COVERAGE This Plan Does Not Cover:

- a. Any Product located outside the continental United States, Alaska, or Hawaii.
- b. Service required as a result of any alteration of the Product or component thereof, or repairs made by anyone other than a servicer authorized by Us, or the use of materials on Your Product other than those recommended by the manufacturer.
- c. Damage to Your Product caused by accident (unless You have purchased ADH coverage and it is a covered event), abuse, neglect, intentional physical damage, misuse (including repair or maintenance by anyone not authorized by Us), unauthorized modifications, environmental changes (including extreme temperature and humidity), external condensation, mold, lightening, fire, flood, insect infestation, rodents, war, terrorism, Acts of God or other external causes.
- d. Service necessary because of improper storage, improper ventilation, or reconfiguration of the Product.
- e. Any use of the Product that is inconsistent with either the design of the Product or the way the manufacturer intended the Product to be used.
- f. Cosmetic damage such as, but not limited to, scratches, dents, rust, and stains.
- g. Non-functional parts such as, but not limited to, plastics, finishes, porcelain or enamel parts, knobs and dials, handles (unless critical to the function of the Product). Expendable or lost items, such as, but not limited to ear buds or head phones.
- h. Consumable items as defined by the manufacturer as any part that may deteriorate during the life of the Product regardless if it is replaceable or not. Consumable items include, but are not limited to, objects connecting to the Product such as; batteries, electrical connections, phone covers, chargers, storage, etc. Covered Products may include: Cell Phones, Computers, Laptops, and Tablets.
- i. Consequential damages as set forth in the Incidental/Consequential Damages and Warranties Section.
- j. Operational or mechanical failure which is not reported prior to the expiration of this Plan or within 30 days of Product failure.
- k. Damage resulting from any software virus, spyware or software-related failures including but not limited to, application programs, network programs, upgrades, formatting of any kind,

databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.

- l. Equipment sold without a manufacturer's warranty or sold "as is" or refurbished Products.
- m. Normal, periodic or preventative maintenance or checkups, including but not limited to customer education, adjustments, and cleanings.
- n. Pre-existing conditions (incurred prior to the effective date of coverage), known to You.
- o. Products where the serial plate attached to the Product is removed, defaced or made illegible
- q. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation, set up or removal.
- r. Rentals and "loaner" Products are not covered.
- s. Parts or accessories that are used in conjunction with the Product specified under this Plan.
- t. Damage or failure caused by human or animal bodily fluids, including but not limited to, blood, urine and vomit.
- u. Any fees charged by a cell phone carrier including but not limited to activation fees.
- v. Lost or stolen products (this Plan only covers Products returned to Us).
- w. Lost data stored on Your Product. You are responsible for creating back-ups of all Your data and software on a regular basis and before You have Your Product serviced by Us under this Plan.

12. CANCELLATION AND REFUND. Unless applicable local law provides otherwise, You may cancel this Plan at any time for any reason. If You cancel this Plan within thirty (30) days of the date purchased You will receive a refund of the full Plan purchase price less costs of any services provided. If You cancel this Plan thereafter, You will be refunded a pro-rata portion of the Plan purchase price based on the remaining days of coverage less the costs of any services provided.

13. LIMITATION OF LIABILITY. The maximum liability owed to you under this Plan will be two (2) repairs every 12 months for the length of this Plan.

14. STATE VARIATIONS. Certain states have specific conditions; conditions listed on the Certificate of Coverage will apply to You.

15. TRANSFERABILITY. This Plan is transferable from the authorized owner to the new owner of the product. The product is identified by the serial number listed on your certificate of coverage. The plan can be transferred one time only. In order for the plan to be transferred, the authorized owner of the product must send an email to mobileprogram@sndirect.com requesting the transfer. They must include the certificate number listed on their certificate of coverage, the serial number of the covered product being transferred, and the new authorized owner's name, address and phone number.

16 INSURANCE SECURING THIS PLAN. This is not an insurance policy. This Plan is secured by a contractual liability or reimbursement insurance policy provided by either Illinois National Insurance Company in all states with the exception of AR, MS, NC, NY, OK, & VA which are covered by New Hampshire Insurance Company Inc., both can be contacted at 175 Water Street, 12th Floor, New York, NY 10038. If, within sixty (60) days, We have not handled a covered claim, provided You with a refund, or You are otherwise dissatisfied, You may make a claim directly to the insurance company. Please enclose a copy of Your Plan when sending correspondence.

17. INCIDENTAL/CONSEQUENTIAL DAMAGES AND WARRANTIES. US, THE DEALER/RETAILER, MANUFACTURER, DISTRIBUTOR, AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY PRODUCT OR COMPONENT THEREOF OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY PRODUCT OR COMPONENT THEREOF. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR

PURPOSE AND WARRANTY OF MERCHANTABILITY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.