

**BOOST PROTECT**

**SERVICE CONTRACT**

**THIS PLAN IS NOT INSURANCE POLICY. PURCHASE OF THIS PLAN IS NOT REQUIRED TO PURCHASE OR OBTAIN FINANCING FOR THE DEVICE.**

1. **DEFINITIONS.**

(1) **"You", "Your", and "Subscriber"** refer to the purchaser of this service contract.

**"Obligor", "We", "Us" and "Our"**: Unless stated otherwise, the company obligated under this **Plan** is **Likewize Device Protection, LLC ("Likewize")**, and **You** may contact **Likewize** by mail at 1900 W. Kirkwood Blvd. STE 1600C, Southlake, TX 76092 or by phone at 888-318-7688.

**"Administrator"**: **Likewize Device Protection, LLC**, 1900 Kirkwood Blvd, Suite 1600C, Southlake, TX 76092 (888)318-7688.

**"Accidental Damage from Handling" or "ADH"** means any direct and accidental damage including damage, accidental destruction that is externally visible and which prevents the correct operation of the **Covered Device**, Screen Damage, that occurs in the normal **Use** of handling.

**"Damage Fulfillment"** means unlimited, approved **Claims** for repair or replacement fulfilled by **Likewize** for Accidental Damage from Handling during the term of this **Plan**.

**"Authorized Service Center"** means the location or locations that serve as a repair or replacement service center for the Program and supply replacements for **Covered Device(s)**.

**"Claim"** means the request for service that **You** file with **Us** when **Your Covered Device** suffers a Failure.

**"Covered Device"** means the eligible wireless device owned by **You**, exclusive of any accessory(ies), owned by **You** or **Replacement Equipment** provided by **Us** with the unique identification number (International Mobile Equipment Identity (IMEI), Electronic Serial Number (ESN), Mobile Equipment ID (MEID), or Serial Number) that is on record with **Us** when the wireless device first fails to operate properly. To be considered a **Covered Device**, the wireless device must have logged outgoing access with **Your Wireless Service Provider** after the request for coverage for the **Covered Device** and within three (3) days prior to reporting the **Covered Device** failure.

**"Effective Date"** means the date **You** purchased the **Plan**.

**"Covered Failure"** means **Accidental Damage from Handling** or **Malfunction**.

**"Malfunction"** means the operational or structural **Malfunction** of the **Covered Device's** ability to operate from defects in parts or workmanship, after the expiration of the manufacturer's warranty, during the term of **Your** enrollment in the **Plan**.

**"Manufacturer Suggested Retail Price" or "MSRP"** means the manufacturer's list price or last reported list price of the **Covered Device** at the **Effective Date** of this **Plan**.

**"Monthly Service Fee"** means the fee that **You** pay each month for protection pursuant to the **Plan**.

**"Plan" or "Program"** refers to this specific service contract.

**“Processing Fee or Deductible”** means the amount that **You** pay toward **Your Claim** as specified in this **Plan**.

**“Program Brochure”** refers to the documents **You** received from the **Seller** summarizing the coverages provided, enrollment limitations, program requirements, equipment, fees, **Processing Fees or Deductibles**, service fees or other charges or material terms.

**“Replacement Equipment”** means a wireless device of the same make, storage and model (but not necessarily color), or if the same make, storage and model is not available, the **Replacement Equipment** will be a different model of similar feature, functionality and fair market price to the **Covered Device** at the time of the **Claim** (but may not be the same brand or model), with the same operating system and will not be a model that is older than the **Covered Device**, which **We** provide to **You** in the event of a Failure of the **Covered Device**. **Replacement Equipment** becomes the **Covered Device** once it has been delivered to **You**.

**“Seller”** means the party from whom **You** purchased the Program specified in the Program Brochure or as listed on **Your receipt**.

**“Technical Support”** means unlimited online and technical support provided by **Likewise** or one or more of its partners during the term of this Mobile Protection **Plan**.

**“Wireless Service Provider”** or **“Boost Mobile”** means **DISH Wireless, LLC Network**

2. **Service Contract or Extended Warranty:** This **Plan** complements and/or may overlap with the manufacturer’s warranty or may also overlap or duplicate other coverages **You** have (by example, coverage for a wireless device under **Your** homeowner’s insurance). The **Plan** provides coverage for certain failures that an applicable manufacturer’s warranty may not provide. Please refer to the manufacturer’s warranty to understand what protection is offered and the duration of the manufacturer’s warranty. Confirmation of enrollment (either by email or text message) and applicable written communications from **Us** to **You** collectively comprise the Boost Protect Contract (the "Contract"). The Contract governs the Device Protection **Plan** **You** purchased for **Accidental Damage from Handling** or **Malfunction**, so **You** should keep this **Plan** for **Your** reference. For new and renewed devices, **You** have thirty (30) days to enroll in this **Plan** from the date of device purchase. For **“BYO Devices”**, **You** have thirty (30) days to enroll in this **Plan** from the date of device activation on the **Dish Wireless L.L.C., network**.
3. **Coverage:** In exchange for the **Monthly Service Fee** paid in accordance to the Payment Terms, **We** agree to repair or replace the **Covered Device** listed on **Your** receipt if, under normal conditions and use, the **Covered Device** fails to operate properly due to **Malfunction** or **Accidental Damage from Handling** (the “Covered Failures”). All **Covered Devices** replaced under this **Plan** shall become the property of the Administrator. In order to obtain a replacement or repair, **You** must:
  - a) Visit <https://myphoneguardian.com/boostmobile> or call 844-534-3099.
  - b) Upon Our request, **You** must take the **Covered Device** to an **Authorized Service Center** for inspection and/or repair.
  - c) If **Replacement Equipment** is to be provided, return the **Claimed Covered Device** as directed upon receipt of the **Replacement Equipment**.
  - d) Be a valid, active, and current wireless **Subscriber** of **Seller**.
  - e) Not have any outstanding debts or fees owed to **Us**.
  - f) Parts and service covered under any manufacturer, **Wireless Service Provider**, or wireless retailer recall or warranty will be provided under that recall or warranty, as applicable. In neither circumstance will coverage be provided under this **Plan**. If the **Covered Device** is part of a recall or similar effort, this **Plan** does not apply.
  - g) Purchase of this **Plan** is not required in order to purchase or obtain financing for the **Covered Device**.
4. **Eligibility:** **Covered Device(s)** include mobile devices brought in by **You** that are undamaged and in good working order that are activated on the **Dish Wireless, LLC network (“BYO Device”)**, and devices purchased from **Seller** or provided to **You** as **Replacement Equipment** as a result of a **Claim** against this **Plan**, or the original equipment

manufacturer's warranty are eligible for coverage. **You** must be able to provide a valid proof of ownership at the time of purchase and/or **Claim**. As the program Administrator, **Likewise** accepts enrollment into the Program at its sole discretion. **You** must not be in breach of any material term of or have engaged in fraud with respect to this **Plan** at any time.

- a) By entering this Contract, **You** understand and authorize **Likewise** to access **Your** account records with the **Seller** to validate **Your** enrollment and **Claim** eligibility.
- b) **We** may contact **You** regarding **Your** coverage, enrollment, and/or **Claim** via Short Message Service (SMS) text messaging, email or such other means as **Likewise** determines to be most practicable. **You** will assume any and all fees assessed by **Your** wireless carrier for the SMS text messages. **You** may opt out of SMS messaging by replaying STOP.

5. **Effective Period of Coverage:** This **Plan** shall become effective upon **Your** payment of the **Monthly Service Fee** due upon purchase date of this **Plan**.

**YOUR COVERAGE FOR THE COVERED FAILURES UNDER THIS PLAN SHALL BECOME EFFECTIVE IMMEDIATELY IF YOU PURCHASED THE COVERED DEVICE NEW, IN ORIGINAL PACKING, OR CERTIFIED LIKE NEW FROM SELLER AND AT THE SAME TIME YOU PURCHASED THIS PLAN, OR WITHIN THIRTY (30) DAYS FROM THE DATE OF PURCHASE. BYO DEVICES MUST BE ENROLLED IN COVERAGE WITHIN THIRTY DAYS (30) OF ACTIVATION ON THE DISH WIRELESS L.L.C. NETWORK.**

6. **Communication and Consents:** As the program Administrator, **Likewise**, accepts subscriptions at its sole discretion. **You** must not be in breach of any material term of or engage in fraud with respect to this **Plan** at any time. It is **Your** obligation to keep **Dish Wireless, LLC** or **Likewise** informed of **Your** mailing address, electronic mail address, telephone number or other messaging addresses. If **You** do not update the contact information, **You** agree and consent to waiving any dispute that a notification sent to an address on record with **Dish Wireless, LLC** or **Likewise** that was not adequate. This consent also allows **Likewise** to contact **You** for marketing or other business-related purposes.

- a) **You** understand and authorize **Likewise** to access **Your** account records with **Dish Wireless, LLC** to validate **Your** enrollment and **Claim** eligibility.
- b) **We** may contact **You** regarding **Your** coverage, enrollment, and/or **Claims** via electronic mail, Multimedia Messaging Services (MMS), Short Message Service (SMS) text messaging or a voice call. **You** will assume all fees assessed by **Dish Wireless, LLC** for the SMS text messages. **You** may opt out of SMS messaging by replying STOP.
- c) If **You** Use a mobile application, **We** may contact **You** through the mobile application via both notifications posted on the mobile application or via messages issued through the mobile application.
- d) **You** agree that **You** may be contacted regarding renewals and upgrade **Plans**.
- e) If the payment card for the **Plan** expires or cancels, **You** agree that the payment card replacing the expired or canceled card may be charged the applicable **Monthly Service Fee**. By accepting coverage in this Program, **You** authorize the financial institution issuing the payment card to (i) release required **Subscriber** information for the purpose of validating **Claims** and (ii) charge **Your** credit/debit card on file, or the replacement card issued by the payment card issuer for the card on file, which may include updated validated card information, including but not limited to expiration date(s), card number(s), and security code(s), as received by **Your** financial institution in accordance with applicable law and to release **Your** contact information. **You** expressly authorize and agree for **Likewise Device Protection, LLC** to obtain information from the financial institution regarding an expired or canceled credit/debit card and authorize the replacement credit/debit card be charged the applicable Monthly Service Fee. For clarity, expiration or cancellation of the credit card used to pay the fees does not cancel **Your** subscription to the Program.

7. **Term and Renewal:** The Term Period is monthly. **You** understand and agree that this **Plan** will be automatically renewed for successive months on a continuous basis unless **You** or **We** terminate this **Plan** pursuant to Section "CANCELLATION/TERMINATION AND REFUNDS". **Your** failure to pay the **Monthly Service Fee** in advance or ceasing

to be an active **Subscriber** of **Dish Wireless L.L.C.**, regardless of cessation reason, is considered termination of the **Plan** by **You** and the **Plan** may not be renewed. No party is obligated to renew this **Plan**. Prices, conditions, and limitations of this **Plan** may change upon renewal. By purchasing this **Plan**, **You** agree that **You** may be contacted regarding renewals and upgrade **Plans**.

**YOUR EXPRESS AND AFFIRMATIVE CONSENT ACKNOWLEDGING AND AGREEING WITH THE ABOVE PROVISION IS REQUIRED AND CAPTURED AS PART OF THE SALES PROCESS FOR RECURRING PLANS, AND SUCH CAPTURED AFFIRMATIVE CONSENT IS INCLUDED IN AND FORMS A PART OF THIS PLAN.**

8. **Change in Covered Device:** This **Plan** only provides coverage for the **Covered Device** listed on **Your** receipt. If a change in the **Covered Device** being used on **Your** account occurs, **You** must apply for coverage of the new device. The new device will be subject to this **Plan** at the time of request for a change in **Covered Device** to the new device, which may include a higher fee and/or processing fee and/or a wait period for coverage. If **You** continue to pay the **Monthly Service Fee** after **We** have been notified of such change in **Your Covered Device** or a change in **Your Covered Device** results from a **Claim** against this **Plan** **You** have agreed to all changes to coverage, service fees and processing fees. Changes to **Covered Device** are subject to approval by **Likewise**; **You** will be notified within thirty (30) days of request if such change was denied.
9. **Repair or Replacement of Products:** At Our sole discretion, **We** may replace or repair the **Covered Device**. During the term of this **Plan**, any **Replacement Equipment** provided to **You** will be either a new or refurbished device. If **We** elect to replace the **Covered Device** and the identical make and model is no longer available or unavailable in inventory, **We** will replace it with a product of comparable functionality. In all cases, **We** will determine product comparability, including functionality at Our sole discretion. Technological advances and product availability may result in a replacement product with a lower selling price than the original product. Any time **Your Covered Device** is to be replaced or repaired in accordance with this **Plan**, at our sole discretion, **We** may provide cash reimbursement, gift card or voucher, and electronic payment for **Replacement Equipment**, not to exceed the lesser of retail purchase price **You** paid for the original **Covered Device** or the cost of a replacement product of like kind and quality, less any **Processing Fee**. If **You** are eligible for a reimbursement, **You** will be required to provide proof of purchase for the **Replacement Equipment**. If **You** select monthly coverage, **Your** coverage does not expire while **Your** device is being repaired for a covered service.
- a) Equipment Warranty: **Replacement Equipment** shall be in good, working order, with housing that is free from major marks, gouges, cracks or other faults or blemishes. If repaired or **Replacement Equipment Malfunctions** within its ninety (90) day warranty period and is returned, such equipment will not result in an additional **Claim** per the **Claim** limits outlined in this **Plan**.
  - b) **Replacement Equipment** or a repaired **Covered Device** may not be shipped to a P.O. Box or temporary address.
  - c) If the **Covered Device** is operated outside any state or territory of the United States, the **Replacement Equipment** will only be shipped to the address on record.
  - d) **You** are solely responsible for backing up the **Covered Device** prior to submitting the **Covered Device** for repair. **Likewise** has no responsibility for lost or damaged applications, data or program lost or damaged during the repair of the **Covered Device**. **You** should remove any records on the **Covered Device** that contain personal or sensitive information (by example, credit card information, pictures or personally identifiable information).
10. **Payment and Fees:**
- a) Payment: For each Term Period **You** desire coverage under this **Plan**, **You** shall remit to **Us** a **Monthly Service Fee** payable in accordance to these Payment Terms (“Payment Terms”). **Your Monthly Service Fee** is based on the Retail Price of the **Covered Device** at the time **You** purchased this **Plan**. Refer to the following table for **Your Monthly Service Fee**.

Tier	MSRP of Covered Device at the time of Effective Date	Monthly Service Fee for Service Contract
1	\$0.00 - \$499.99	\$5.00
2	\$500.00 - \$999.99	\$8.75
3	\$1,000.00 - \$1,499.99	\$12.00
4	\$1,500.00 - \$1,999.99	\$15.25

Your **Monthly Service Fee** will be included on Your bill with Your **Wireless Service Provider**.

- b) Processing Fee Per Replacement or Repair: **You** shall pay a non-refundable Deductible on a per **Claim** basis prior to receiving any repair or replacement or reimbursement for the **Covered Device** (the “**Processing Fee**” or “**Deductible**”). Your **Processing Fee** is based on the Retail Price of the make and model of the **Covered Device** at the time **You** purchased the **Covered Device**. Refer to the following table for Your **Processing Fee**:

The following Processing Fees apply for this **Plan**:

Phones				
Tier	MSRP of Covered Device at the time of Effective Date	Screen Damage Only	Damage Fulfillments - Other	Malfunction Fulfillments-After OEM Warranty Expires
1	\$0.00 - \$499.99	\$29.00	\$99.00	\$99.00
2	\$500.00 - \$999.99	\$29.00	\$99.00	\$99.00
3	\$1,000.00 - \$1,499.99	\$29.00	\$99.00	\$99.00
4	\$1,500.00 - \$1,999.99	\$29.00	\$99.00	\$99.00

Tablets		
Tier	MSRP of Covered Device at the time of Effective Date	Damage and Malfunction Fulfillments – All
1	\$0.00 - \$499.99	\$49.00
2	\$500.00 - \$999.99	\$49.00
3	\$1,000.00 - \$1,499.99	\$49.00
4	\$1,500.00 - \$1,999.99	\$49.00

- c) Failure to Return Equipment/Non-return Charge: If **Your Replacement Equipment** is mailed to **You**, the **Covered Device**/ approved for replacement must be returned to **Us** at Our shipping expense within ten (10) days of receipt. Otherwise, **You** must surrender the **Covered Device** immediately upon receipt of replacement device to the Authorized Service Location providing the **Replacement Equipment** and **You** must solely bear the costs of transporting the **Covered Device** to the Authorized Service Location.

**You** must return the **Covered Device** as directed by **Us**, or pay the non-returned equipment charge applicable to the model of **Covered Device** that **We** replace. The non-return fee will be the lesser of the cost to **Likewise** to replace the **Covered Device** less any **Processing Fee** or the Retail Price of **Your Covered Device** at the time of enrollment.

- d) Invalid **Claim**: If, within the latter of Twenty (20) days after **You** receive the **Replacement Equipment** or **Likewise** receives the **Claimed Covered Device**, **Likewise** determines, in its sole discretion, that **Your Claim** for **Replacement Equipment** is not for a **Covered Failure** under this **Plan**, the **Subscriber’s Account** shall automatically be charged an amount not to exceed the manufacturer’s suggested retail price of the **Replacement Equipment** less any **Processing Fee/ Service Fee Damage Fulfillment Fee** received.

e) No Trouble Found Fee. If **We** determine, in Our sole discretion, that upon receipt of the **Covered Device** that there is no Failure present on or with the **Covered Device**, **We** may charge **You** an additional No Trouble Found Fee equal to \$100.00.

11. **Limitation of Liability and Exclusions.** This Plan does not cover the following:

- a) Products owned by a Subscriber with a billing address or service address outside any state or territory of the United States or the District of Columbia.
- b) Any and all pre-existing conditions or defects that exist before the effective date of this Plan;
- c) Products with altered or removed serial numbers;
- d) Products used for rental purposes;
- e) Any failure resulting from any cause other than normal use and operation of the Covered Device in accordance with the manufacturer's specifications and owner's manual, including, without limitation, damages or injury caused in whole or in part by acts of God, theft, loss, neglect, abuse, intentional misuse, negligence, mishandling, misuse, vandalism, insects, vermin, wild animals, power failure, power surge, power reduction, software viruses or exposure to weather conditions, including exposure to extreme changes in temperature or humidity;
- f) Damage that is cosmetic in nature, including but not limited to scratches, tears, dents and broken plastic on parts when the damage does not otherwise affect or impede its functionality or materially impair Your use of the Covered Device/Enrolled Device/Protected Device;
- g) Preventative maintenance;
- h) Batteries, chargers and car kits;
- i) Data lost, corrupted, damaged or otherwise unusable;
- j) Claims due to diminished battery life not covered as a Malfunction;
- k) Accessories that are non-essential to the functioning of the product;
- l) Software including, but not limited to, personalized data or customized software, such as personal information managers (PIMs), ring tones, games or screen savers;
- m) Any alteration, adjustment modification, installation, disassembling, repair, servicing or maintenance performed on or to the Covered Device by any person other than Likewise, or their respective authorized representatives;
- n) Claimed obsolescence of the Covered Device including technological obsolescence; or
- o) The Subscriber's failure to use reasonable means to protect the Covered Device/Enrolled Device/Protected Device from further damage after a failure occurs.
- p) Products that are not purchased from Seller or its authorized dealers, unless activated on the Dish Wireless, LLC network.

UNDER NO CIRCUMSTANCES SHALL LIKewise BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF THE COVERED DEVICE DELAYS IN REPLACEMENT OF THE WIRELESS DEVICE OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH SERVICE REQUEST IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE SUBSCRIBER IF THE SUBSCRIBER LIVES IN SUCH STATE.

12. **No Transfer ; No Third Party Beneficiaries:** This Plan and any rights and remedies **You** have hereunder shall inure solely to the benefit of the **Subscriber** and nothing herein is intended to or shall confer upon any other person or

entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this **Plan**. This **Plan** and any rights or remedies **You** have hereunder are non-transferable by **You** and do not cover any service request made under this **Plan** by any other person or entity, and any attempt by **You** to transfer or assign this **Plan** or any rights or remedies **You** have hereunder shall be null and void and of no force or effect.

13. **Cancellation/Termination and Refunds:**

- a) **You** may cancel this **Plan** at any time for any reason by calling **Seller** at (855)-438-2007, emailing **Seller** at Cancellation@Likewise.com or contacting **Seller** at the address listed on **Your Receipt**. **Your** right to void this **Plan** during the first thirty (30) days following receipt is not transferable and applies only to the original **Plan** purchaser. **Likewise** may cancel this **Plan** immediately for any reason by notifying **You** in writing. Any cancellation of this **Plan** by **Likewise** shall be in accordance with applicable state laws and regulations. See the **State Specific Variation Exhibit** for more information.
- b) Unless otherwise required under applicable law, if **You** or **Likewise** cancels this **Plan** within thirty (30) days after **You** purchase this **Plan** and **You** have not made a **Claim** under this **Plan**, the **Plan** is considered void and **Likewise** shall remit to **You** a full refund of the **Monthly Service Fee** paid by **You** under this **Plan**.
- c) Unless otherwise specified under applicable law, if **You** or **Likewise** cancels this **Plan** within thirty (30) days after **You** purchase this **Plan** and **You** have made a **Claim** under this **Plan**, **Likewise** shall remit to **You** a full refund of the **Monthly Service Fee** paid by the **Subscriber** under this **Plan** less the value of any **Replacement Equipment** provided for such service request by **Likewise** to the **Subscriber**.
- d) Unless otherwise required under applicable law, if the **Subscriber** or **Likewise** cancels this **Plan** more than thirty (30) days after the **Subscriber** purchases this **Plan**, **Likewise** shall remit to the **Subscriber** the Service Fees paid by the **Subscriber** under this **Plan** allocable to the remainder of the term of this **Plan**, prorated on a daily basis, less the value of any **Replacement Equipment** previously provided by **Likewise** to the **Subscriber** under this **Plan**.

16. **Insurance Company Obligations: Insurance Company Obligations:** In AR, AZ, CA, CT, DC, DE, FL, GA, HI, IL, MA, ME, MN, MO, NH, NM, NV, OH, OK, SC, TX, UT, VA, WA, WI, and WY obligations of the **Obligor** under this **Plan** are insured by Universal Underwriters Insurance Company, 7045 College Blvd, Overland Park, KS. 66211, (800) 515-5988, In the event the **Obligor** fails to perform or pay any covered service or **Claim**, pay any refund, pay any requested performance, or becomes insolvent or otherwise financially impaired, or if satisfaction is not received within 60 days after proof of loss is filed, **You** may make a **Claim** or submit a cancellation request directly with the insurer.

17. **Financial Guarantee:** In AK, AL, CO, KY, NY, OR, VT, IA, ID, IN, KS, LA, MD, MI, MS, MT, NE, NJ, NC, ND, PA, PR, RI, SD, TN, and WV obligations under this **Plan** are secured by the full faith and credit of **Likewise Corp**, the parent company of **Likewise Device Protection, LLC**. In the event **Likewise Device Protection, LLC** fails to perform or pay any covered service or **Claim**, pay any refund, pay any requested performance, **You** may contact **Likewise Corp.** at (682) 348-0354.

18. **Seller:** The **Seller** of this **Plan** is not the **Obligor**, or **Administrator** of this **Plan**.

19. **Notices:** Any notices required to be given under this **Plan** shall be in writing and either delivered by mail, email, **Website** posting or another functionally equivalent electronic means of transmission. By providing **Us** with **Your** email address **You** expressly consent to receive notices electronically either to the email address **We** have on file or via **Website** posting. Further, **You** expressly agree that any electronic communication delivered to **You** will be deemed to have been given or made and received on the day that it was delivered to **You**, regardless of if **You** view the electronic communication.

20. **State Specific Variations:** The state specific variations provided on the State Specific Exhibit attached to this **Plan**, control if inconsistent with any other terms or conditions of this **Plan**. Please refer to this exhibit for terms that apply in **Your** state.

21. **Entire Plan:** This **Plan** sets forth the entire understanding of the Parties relating to the subject matter hereof, and all prior understandings, written or oral, with respect to the subject matter hereof, are superseded by this **Plan**. This **Plan** may not be modified, amended, waived, or supplemented except as provided herein. This **Plan** includes a "State Specific Variations" Exhibit that specifies any changes to these terms specific to any state law that may be applicable. All capitalized terms have the meaning provided as defined in Section 1 or within the section the capitalized term is defined or **Used**.
22. **Governing Law:** This **Plan** shall be governed by, and construed and enforced in accordance with, the laws of the State in which **You** purchased the **Plan**.
23. **Amendment; Waiver:** No amendment, modification or discharge of this **Plan**, and no waiver hereunder, shall be valid or binding unless contained in a writing specifically referencing this **Plan** and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by either of the Parties of a breach of or a default under any of the provisions of this **Plan**, nor the failure by either of the Parties, on one or more occasions to enforce any of the provisions of this **Plan** or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
24. **Severability:** If any portion of the Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Contract.

#### **STATE REQUIREMENTS AND DISCLOSURES**

THIS **PLAN** IS AMENDED TO COMPLY WITH THE FOLLOWING REQUIREMENTS AND DISCLOSURES.

**Alabama:** A twenty-five-dollar (\$25) cancellation fee is applicable. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Arizona: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Plan** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed the cost of the contract, \$50.00, or ten percent (10%) of the purchase price of the service contract, whichever is less. Exclusions listed in the **Plan** apply once the **Covered Product** is owned by **You**.

**Arkansas: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**California: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation d/b/a: UUSC Service Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. **For residents of California, the Administrator of this Plan is Likewise Device Protection, LLC 1900 W. Kirkwood Blvd. Suite 1600C, Southlake, TX 76092 800-291-7609** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Plan**. For all products other than home appliances and home electronic products, if the **Plan** is cancelled: (a) within sixty (60) days of receipt of this **Plan**, **You** shall receive a full refund of the purchase price of this **Plan** provided no service has been performed, or (b) after sixty (60) days, **You** will receive a pro rata refund, less the cost of any service received.

**This service contract, offered on a month-to-month basis, will continue until canceled by You or Us. This contract is not offered on any other fixed-term basis. If You wish to cancel this contract, you may contact the Seller by calling (833)-502-6678. Cancellation will be effective upon receipt of Your request.**

**Colorado:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to



refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Connecticut:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Plan** in Connecticut, **You** may pursue mediation to settle disputes between **You** and the provider of this **Plan**. **You** may mail **Your** complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: 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 **Plan**. In the event **Your Covered Product** is being serviced by an **Authorized Service Center** when this **Plan** expires, the term of this **Plan** will be extended until covered repair has been completed. CANCELLATION section is amended as follows: **You** may cancel this **Plan** if **You** return the **Covered Product** or the **Covered Product** is sold, lost, stolen, or destroyed.

**District of Columbia:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

**Delaware:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

**Florida:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** cancel this **Plan**, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any **Claims** that have been paid or less the cost of repairs made on **Your** behalf. If this **Plan** is cancelled by the Provider or **Administrator**, return of premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any **Claims** that have been made or less the cost of repairs made on **Your** behalf. **The rate charged for this service contract is not subject to regulation by the Florida Office of Insurance Regulation.** Paragraph 16. **Insurance Company Obligations: Insurance Company Obligations** is removed.

**Georgia:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. Coverage is effective upon the expiration of the shortest portion of the manufacturer’s warranty. CANCELLATION section is amended as follows: This **Plan** provides a thirty (30) day free look period from the purchase date of the **Plan**. **You** may cancel this **Plan** by informing the **Seller** of **Your** cancellation request within thirty (30) days from the date of purchase of the **Plan** and **You** will receive a 100% refund of the full purchase price of the **Plan**. For cancellations by the contract holder within the 30 day free look period, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If **You** cancel after thirty (30) days of receipt of **Your Plan**, **You** will receive a pro rata refund of the **Plan** price. In the event of cancellation by **Us**, notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. Claims paid and cancellation fees shall not be deducted from any refund owed as a result of cancellation. Any refund owed and not paid as required is subject to a penalty equal to twenty-five percent (25%) of the refund owed and interest of eighteen percent (18%) per year until paid; however, such penalty shall not exceed fifty percent (50%) of the amount of the refund. **We** may not cancel this **Plan** except for fraud, material misrepresentation, or non-payment by **You**.

**Hawaii:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Idaho:** Notice: This **Plan** is subject to the provisions of the Idaho Consumer Protection Act, Chapter 6, Title 48, Idaho Code.

**Illinois:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

**Iowa:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Plan**. **FOR IOWA RESIDENTS ONLY:** Should **You** have questions or problems with this contract, **You** may contact the Iowa Insurance Division, “Attention: Commissioner of Insurance”, 1963 Bell Ave, Suite 100, Des Moines, Iowa 50315-1000.

**Maine:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: The provider of the **Plan** shall mail a written notice to the service **Plan** holder at the last known address of the service **Plan** holder contained in the records of the provider at least fifteen (15) days prior to cancellation by the provider. The notice must state the effective date of the cancellation and the reason for the cancellation. If a **Plan** is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service **Plan** holder one hundred percent (100%) of the unearned pro-rata provider fee, less any **Claims** paid. An administrative fee not to exceed ten percent (10%) of the provider fee paid by the service **Plan** holder may be charged by the provider. A monthly penalty equal to ten percent

(10%) of the provider fee outstanding must be added to a refund that is not paid or credited within forty-five (45) days after the return of the **Plan** to the provider.

**Maryland:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Plan**.

**Massachusetts:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: The provider shall mail a written notice to the service **Plan** holder, including the effective date of the cancellation and the reason for the cancellation at the last known address of the service **Plan** holder contained in the records of the provider at least five (5) days prior to cancellation by the provider unless the reason for cancellation is nonpayment of the provider fee, material misrepresentation or a substantial breach of duties by the service **Plan** holder relating to the **Covered Product** or its use. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Michigan:** If performance under this **Plan** is interrupted because of a strike or work stoppage at **Our** place of business, the effective period of the **Plan** shall be extended for the period of the strike or work stoppage.

**Minnesota:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Missouri:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Nevada:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **You** are not satisfied with the manner in which **We** are handling a **Claim**, **You** may file a complaint with the Nevada Division of Insurance by calling (888) 872-3234. CANCELLATION section is amended as follows: No **Claim** incurred or paid will be deducted from the amount to be returned in the event of cancellation. **You** will receive a pro-rata refund of the **Plan** purchase price, less the cost of repairs made (if any), and less a cancellation fee to not exceed the cost of the contract or \$25.00 whichever is less; or the state law for cancellation that apply to residents requesting cancellation. **We** may not cancel this **Plan** except for fraud, material misrepresentation, or non-payment by **You**, or in presenting a **Claim** for service thereunder. **We** may not cancel this **Plan** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**. EMERGENCY REPAIRS In emergency situations that defects immediately endanger the health and safety of **You**, repairs will commence within 24 hours after the report of the **Claim** and will be completed as soon as reasonably practicable thereafter; and if **We** determine that repairs cannot practicably be completed within three (3) calendar days after the report of the **Claim**, **We** will provide a status report to **You** no later than three (3) calendar days after the report of the **Claim** that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period; 3) the current estimated time to complete the repairs or services; and 4) contact information for **You** to make additional inquiries concerning any aspect of the **Claim** and a commitment to respond to such inquiries no later than one (1) business day after such an inquiry is made.

**New Hampshire:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. In the event **You** do not receive satisfaction under this **Plan**, **You** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Concord, NH 03301, (603) 271-2261.

**New Jersey:** The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the manufacturer, importer, or **Seller** and does not extend the term of any original product or service warranty that the manufacturer, importer, or **Seller** may have provided. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**New Mexico:** “Obligor”, “We”, “Us” and “Our”: refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **You** are the original purchaser of this **Plan**, **You** may return this **Plan** and receive a refund if: (i) **You** have not made a **Claim** under

the **Plan**; and (ii) **You** return this **Plan** within twenty days after the date **We** mail **You** a copy of the **Plan** or within ten days after **You** receive a copy of the **Plan** if **We** furnish **You** with the copy at the time the **Plan** is purchased. **We** may not cancel this **Plan** without providing **You** with written notice at least fifteen (15) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. If this **Plan** has been in force for a period of seventy (70) days, **We** may not cancel it before the expiration of the **Plan** term or one (1) year, whichever occurs first, unless: 1) **You** fail to pay any amount due; 2) **You** are convicted of a crime which results in an increase in the service required under the **Plan**; 3) **You** engage in fraud or material misrepresentation in obtaining this **Plan**; or 4) **You** commit any act, omission, or violation of any terms of this **Plan** after the effective date of this **Plan** which substantially and materially increases the service required under this **Plan**. A ten percent (10%) penalty per month (or each portion thereof) shall be applied to refunds not paid or credited within sixty (60) days of receipt of a returned **Plan**.

**New York:** CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Plan**.

**North Carolina:** CANCELLATION section is amended as follows: **We** may not cancel this **Plan** except for nonpayment by **You** or for violation of any of the terms and conditions of this **Plan**.

**Ohio: “Obligor”, “We”, “Us” and “Our”:** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

**Oklahoma: Definitions, “Obligor”, “We”, “Us” and “Our”:** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. Oklahoma license number is 44197997. This **Plan** is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION section is amended as follows: In the event **You** cancel this **Plan**, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium, less any **Claims** that have been paid or less the cost of repairs made on **Your** behalf. In the event **We** cancel this **Plan**, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium, less any **Claims** that have been paid or less the cost of repairs made on **Your** behalf.

**Oregon:** : If **You** purchased the **Plan** in this state, this term applies to the **Plan**: In the event **You** do not receive satisfaction under this contract, **You** may contact the Oregon Department of Consumer and Business Services, Division of Financial Regulation, Consumer Advocacy Section, P.O. Box 14480, Salem, OR 97309 or at 350 Winter Street NE, 4th Floor, Salem, OR 97301; or by telephone at 888-877-4894 or 503-947-7980, or by email at [DFR.InsuranceHelp@oregon.gov](mailto:DFR.InsuranceHelp@oregon.gov).

**South Carolina: “Obligor”, “We”, “Us” and “Our”:** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Plan** in South Carolina, complaints or questions about this **Plan** may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Texas: “Obligor”, “We”, “Us” and “Our”:** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. If **You** purchased this **Plan** in Texas, unresolved complaints or questions concerning the regulations of service contracts may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. **Obligor: Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, Texas License Number 111.** CANCELLATION section is amended as follows: **You**, the service **Plan** holder, may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46<sup>th</sup> day after the date on which **Your Plan** is returned to the provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

**Utah: “Obligor”, “We”, “Us” and “Our”:** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. This **Plan** is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this **Plan** is not guaranteed by the Utah Property and Casualty Guaranty Association. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible. Failure to furnish such notice or proof within the time required by this **Plan** does not invalidate or

reduce a **Claim**. CANCELLATION section is amended as follows: **We** can cancel this **Plan** during the first sixty (60) days of the initial annual term by mailing to **You** a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that **We** can also cancel this **Plan** during such time period for non-payment of premium by mailing **You** a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, **We** may cancel this **Plan** by mailing a cancellation notice to **You** at least ten (10) days prior to the cancellation date for non-payment of premium and thirty (30) days prior to the cancellation date for any of the following reasons: (a) material misrepresentation, (b) substantial change in the risk assumed, unless the **We** should reasonably have foreseen the change or contemplated the risk when entering into the **Plan** or (c) substantial breaches of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to **You** at **Your** last known address and contain all of the following: (1) the **Plan** number, (2) the date of notice, (3) the effective date of the cancellation and, (4) a detailed explanation of the reason for cancellation.

**EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** at 800-291-7609 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator** **Your** original repair bill along with the technician's report and a copy of the **Plan** to the address at the top of this **Plan** for reimbursement. All coverage and exclusions in this **Plan** will apply.

**Virginia: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988.

**Washington: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800)515-5988. All references to **Obligor** throughout this **Plan** are replaced with Service Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service **Plan**. **We** may not cancel this **Plan** without providing **You** with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. **You** are not required to wait sixty (60) days before filing a **Claim** directly with the Service Provider.

**EMERGENCY SERVICE:** If **You** are unable to reach **Administrator** at 800-291-7609 and **You** require emergency repair, **You** may contact any manufacturer authorized service repair facility listed in **Your** phone book or online. Mail **Administrator** **Your** original repair bill along with the technician's report and a copy of the **Plan** to the address at the top of this **Plan** for reimbursement. All coverage and exclusions in this **Plan** will apply.

**Wisconsin: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: If **We** cancel this **Plan**, **We** will provide written notice of cancellation, including the effective date of the cancellation and the actual reason for the cancellation, to the last known mailing address at least five (5) days prior to the effective date of the cancellation. **Claims** paid or the cost of repairs performed shall not be deducted from the amount to be refunded upon cancellation of this **Plan**. **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If **You** cancel within thirty (30) days of receipt of this **Plan**, **You** must first return to the **Seller** or to the **Obligor** should the **Seller** not be available. Proof of loss should be furnished by **You** to the **Administrator** as soon as reasonably possible and within one (1) year after the time required by this **Plan**. Failure to furnish such notice or proof within the time required by this **Plan** does not invalidate or reduce a **Claim**. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**. If **Administrator** fails to provide, or reimburse or pay for, a service that is covered under this **Plan** within sixty-one (61) days after **You** provide proof of loss, or if the **Administrator** becomes insolvent or otherwise financially impaired, **You** may file a **Claim** directly with the Insurer for reimbursement, payment, or provision of the service. If **Your** cancellation request is made more than thirty (30) days from the date of purchase, **You** will receive a pro-rata refund of the **Plan** purchase price, less the cost of repairs made (if any), and less an administrative fee to not exceed \$50.00 or ten percent (10%) of the purchase price whichever is less.

**Wyoming: "Obligor", "We", "Us" and "Our":** refers to Universal Underwriters Service Corporation, 7045 College Boulevard, Overland Park, KS 66211, (800) 515-5988. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within forty-five (45) days of receipt of returned service **Plan**.

