

Electronics Program Terms and Conditions

This document sets out the Terms and Conditions of your Electronics Protection Plan and clarifies the rights and benefits it provides in addition to your rights under the Australian Consumer Law (ACL).

Your rights under the ACL

The following is a summary of your rights under the ACL. For further information, please consult the ACCC website at www.accc.gov.au. The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase (Consumer Guarantees) at no charge. For example, the ACL requires that, taking account of the nature of the goods, the price, any representations made by a supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable, and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description provided or demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers because of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods or provide a refund (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee, and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the cost and quality of the goods, the use made of the goods, or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the Manufacturer's Warranty for the goods or this Plan. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances. In addition, you may also be entitled to have the device repaired or replaced under the terms of any Manufacturer's Warranty relating to your purchase.

This Plan does not circumvent or replace your rights under the manufacturer warranty, or a Consumer Guarantee governed by the ACL. This Plan provides benefits in addition to the benefits found in manufacturer warranties and Consumer Guarantees.

This Customer Care Plan is not a guarantee of performance or an insurance policy nor is the retailer an insurer. It is a Customer Care Plan subject to these terms and conditions as agreed between you and the Plan Administrator.

The Administrator of this Plan (Hereinafter "ADMINISTRATOR") agrees with the purchaser of this Plan (Hereinafter "OWNER"), to service registered products that experience a mechanical breakdown, due to accidental damage, manufacturer's defects that are not covered by ACL or a manufacturer's warranty, power surge, and normal wear and tear that are the result of normal usage for a period selected by the OWNER. This Plan pays for parts and labor for functional parts. Functional parts are those component parts that are critical to the performance of the product's essential function. ADMINISTRATOR will repair or replace the unit, or any parts thereof, as required, subject to the terms and conditions of this Plan. ADMINISTRATOR is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product.

General Conditions:

Along with the wording of original equipment manufacturers' written warranty, the following terms and conditions will apply:

- a. Plan coverage is provided for authorized products only.
- b. Plan coverage for all products begins on the 31st day of plan ownership. All claims placed within 30 days from the date of purchase of your plan will be excluded from coverage.
- c. ADMINISTRATOR reserves the right to repair or replace the covered product with a comparable feature model of like kind and quality. ADMINISTRATOR reserves the sole right to determine, according to the terms and conditions of the Plan, whether a covered item will be repaired or replaced.
- d. ADMINISTRATOR is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
- e. Product replacement under this Plan will fulfill this agreement for the claimed product only. Once a replacement/settlement has been released, there shall be no further obligations under this Plan for said claimed product.
- f. If no defect is found (no fault found) or service cannot be approved based on the terms and conditions of this Plan, OWNER shall be responsible for service costs incurred.
- g. ADMINISTRATOR, at its sole discretion, shall offer a replacement option of like kind and function or a monetary settlement equal to the current market value (Hereinafter "CMV") of the covered product as determined by the ADMINISTRATOR.

Registration:

This Plan must be registered properly and completely within 30 days of your Plan purchase date. To register your Plan, visit www.cpscentral.com/fasc and click the "Register" button. If you prefer to register by telephone with a representative, please call (800) 905-0443 or for International +1 (347) 535-3616. Failure to properly register this plan may restrict your coverage benefits.

Transferability:

This Plan is transferable to a subsequent owner but not for a new or different product. You may transfer this Plan to a new owner of the covered product(s) by emailing notice of transfer to cs@cpscentral.com or calling (800) 905-0443 or for International +1 (347) 535-3616. You must provide The ADMINISTRATOR the serial number, proof of purchase of the Plan, the name, address, telephone number and email address of the new owner.

Cancellation:

OWNER may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. ADMINISTRATOR may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product, non-residential or commercial use of the product. In the event of cancellation by ADMINISTRATOR (except for non-payment), ADMINISTRATOR will provide the Plan owner with a pro-rata refund. All service related costs incurred during Plan ownership, shall be fully deducted from the Pro-rated refund amount. In the event that the service related costs under Plan ownership exceed the pro-rated refund amount, no refund shall be issued.

To Arrange for Service:

For prompt service call (800) 905-0443 or for International +1 (347) 535-3616. Please have your Plan information available so that our customer service representative can assist you in scheduling proper authorized service for your covered product.

Service Reimbursements:

You may obtain and submit estimates of repair to ADMINISTRATOR for review and approval. All submitted estimates must receive prior approval from ADMINISTRATOR before service has been performed to qualify for reimbursement under this Plan. Please call (800) 905-0443 for assistance or for International +1 (347) 535-3616. Failure to properly follow this procedure may delay or cause denial of your reimbursement request.

Limit of Liability:

- a. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be held liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.
- b. ADMINISTRATOR, OBLIGOR and/or Insurer shall not be responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, including, but not limited to loss of income, utility bills, additional living expenses, personal and/or property damage.
- c. ADMINISTRATOR, OBLIGOR and/or Insurer is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond ADMINISTRATOR, OBLIGOR and/or Insurer's control such as weather.

General Exclusions: All Products

- a. This Plan does not cover failure as a result of: misuse, abuse, user induced damage, rust or corrosion, mistreatment, including but not limited to, removal of parts and damage by people, pests, or pets, spilled liquids (except for mobile electronics) or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, or any use of the product not authorized by the manufacturer.
- b. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- c. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product(s) including firmware or software.
- d. Loss occurring during the manufacturer's warranty period and any loss due to failure to follow the manufacturer's recommended maintenance, specifications, or operating instructions during the term of this Plan.
- e. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- f. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan.
- g. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs.
- h. If service under the Plan is provided on-site at your location, a person who has reached the legal age (18 years old) must be present during the service call.

- i. If a covered product is damaged by a power surge, coverage under this Plan will apply, excluding software or data, provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.
- j. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by any Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect.

Appeal Protocol:

If at any time a dispute arises between OWNER and ADMINISTRATOR on claim adjudication, OWNER has full rights under this policy to file an appeal through ADMINISTRATOR by emailing appeals@cpscentral.com and requesting an appeal form. ADMINISTRATOR will review and respond to all appeals within 48 business hours. ADMINISTRATOR will make reasonable efforts to resolve appeals amicably within the confines of the terms and conditions stated herein.

Covered Products

Electronics Coverage:

This plan covers all parts and components for the following categories:

- a. Cell Phones
- b. Desktop/Laptop/Chrome book
- c. Tablets
- d. Fitness Equipment
- e. Televisions
- f. Smart Watch
- g. Smart Speakers
- h. Digital and Point and Shoot Cameras
- i. Flash Photography
- j. Camera Lens
- k. Rifle Scopes
- l. Home Theaters/Audio System
- m. Furniture
- n. Printers
- o. Drone
- p. Video Game Systems
- q. Handheld Electronic Games
- r. DVD Players
- s. Routers
- t. External Hard Drives
- u. Smart Lighting
- v. Thermostats
- w. Streaming Devices
- x. Etc.

Electronics Conditions:

- a. To be eligible for coverage under this plan all electronic products must be in good working order at the time of plan purchase
- b. If after service is performed, it is determined that the cause of the problem was software related, including but not limited to, errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access or USB devices, OWNER shall be responsible for all costs incurred.
- c. Repair or replacement of your product will apply toward the aggregate claim limit under the Plan Limits of Liability.

Electronics Exclusions:

- a. Replacement of consumables such as batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy.

- b. Charges incurred for set up or installation, reformatting of hard drives, system and software configuration or data recovery or transfer.
- c. Unless additional coverage is purchased, this plan does not cover data loss or hard drive recovery.
- d. This Plan provides pixel coverage for video display products based on the manufacturer's but excludes all incidents of burn in regardless of manufacturer coverage.
- e. Gross misuse, neglect, and intentional physical damage.

Accidental Damage Plan Coverage:

This plan includes Accidental Coverage for the covered product and shall cover damages as a result of impact, liquid spill or unintentional physical damage for Mobile Electronics. Mobile electronics are defined as those products that require batteries either internal or external.

Accidental Damage Conditions:

Accidental Coverage is an option for new, used, refurbished, or recertified products that are in good working condition at the time of plan purchase.

Accidental Damage Exclusions:

- a. Products that have been lost or stolen.
- b. Intentional damage.
- c. Fire damage.
- d. Products used in a way the manufacturer never intended.
- e. Damage incurred by natural disasters (i.e., hurricanes, tornadoes, earthquakes, fires, etc.).
- f. Damage that is incurred by an animal or pet (i.e., dog chewing).
- g. Products that fall within the major appliance, fitness equipment, and television categories are excluded from Accidental Coverage.

Insurance:

The Administrator of this Plan, Consumer Priority Service, Inc., located at 3101 Emmons Ave Brooklyn NY 11235 (800) 905 – 0443 or for International +1 (347) 535-3616.

Obligations of this plan are guaranteed under a Contractual Liability Insurance Policy issued by Plateau Casualty Insurance Company. Should the ADMINISTRATOR fail to pay or provide service on a claim, including claims related to the return of unearned portion of the premium, within sixty (60) days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the service contract reimbursement insurance company, Plateau Casualty Insurance Company, located at 2701 N. Main St. Crossville, TN 38555 (888) 398-3632. The obligor of this PLAN is MHHC Warranty and Service Inc. (MHHC), located at 400 Union ST SE Olympia, WA 98501 (800) 743 -7480.