

We, the administrator or the seller from whom you purchased the covered product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

Samsung Care+

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL THIS PLAN ACCORDING TO THE CANCELLATION PROVISIONS BELOW. For more information on how to file a claim, please refer to the "How To Make a Claim" provision below.

OBLIGOR: The company obligated under this Plan in the District of Columbia and all states, except Florida, is Northcoast Warranty Services, Inc., who can be contacted at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114, 866-927-3097. In Florida, the company obligated under this Plan is Technology Insurance Company, Inc., 800 Superior Ave. E., 21st Floor, Cleveland, OH 44114 (License No. 03605), 866-505-4048.

AGREEMENT: You agree to all the provisions of this Plan when You order and/or pay for it. We may change the monthly charge for the Plan, the administration of the Plan, or these terms and conditions from time to time upon at least thirty (30) days written notice to you. Such notice may be provided by any reasonable method, at our discretion. By providing your electronic address to us or Samsung, you are authorizing us to communicate with you electronically. Your continued use of the Plan and payment of the charges, after such notice, constitutes your acceptance of the changes.

DEFINITIONS: Throughout this Plan, the following words have the following meanings:

1. **"we," "us" and "our"** mean the company obligated under this Plan, as referenced in the Obligor section above;
2. **"administrator"** means the party authorized by us to administer the benefits to you in accordance with the terms and conditions of this Plan, Servify US, Inc. The administrator can be contacted at: 5608 17th Ave. NW, Seattle, WA 98107, telephone 833-690-0918;
3. **"seller"** means Samsung Electronics America, Inc. ("Samsung"), the seller of the product and this Plan;
4. **"covered product"** means the Samsung consumer item that you purchased and is covered by this Plan on your account with Samsung Electronics America, Inc. on the date the breakdown occurs; and any certified device, for which we have on file with the Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices and SIM card;
5. **"you" and "your"** mean the individual who purchased the covered product and purchased this Plan;
6. **"breakdown"** means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH"); and
7. **"replacement product"** means a NEW, OR REMANUFACTURED SAMSUNG PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT. Technological advances may result in a replacement product with a lower selling price than the original covered product.
8. **"Samsung"** means the original equipment manufacturer of your covered product.

9. **"date of enrollment"** means the date of Plan purchase or the date your product was shipped to you, whichever occurs later.
10. **"certified device"** means the pre-owned Samsung product(s) which have undertaken the product certification process described under the "DEVICE CERTIFICATION" section.
11. **"waiting period"** means the period of time commencing from the date of enrollment and ending thirty (30) days thereafter, during which time your product is not eligible for any claims resulting from breakdown including any and all damage due to ADH. We will waive the waiting period for products registered with the Administrator as a certified device.
12. **"promotional period"** means any period of time during which we may agree to cover some of your costs of this Plan on your behalf in connection with a limited time promotion we may offer to you with your purchase of an eligible covered product. Payment or discounts we provide to you toward your purchase of this Plan during a promotional period will be stated on your sales receipt or order confirmation email for the covered product

INSTRUCTIONS: This Plan, including the terms, conditions, limitations and exclusions, and your sales receipt or order confirmation email for the covered product and this Plan, constitute the entire agreement between you and us. Please keep this Plan and your sales receipt or order confirmation email for future reference; you may need them to obtain service. You must follow Samsung's instructions for proper use, care and maintenance of the covered product. Failure to follow Samsung's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

WHAT IS COVERED: This Plan covers replacement or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) reimburse you for authorized repairs, or replacement of the covered product; or (iii) at our discretion, issue you a gift card or check, for the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non original parts may be used for repair of the covered product. If breakdown occurs in the standard battery in conjunction with the breakdown of the covered product, we will also repair, or, at our sole option, replace one standard battery as applicable. **THERE IS NO ASSURANCE, REPRESENTATION, OR GUARANTEE THAT ANY REPLACEMENT PRODUCT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES AS THE ITEM BEING REPLACED.** Replacement products will be NEW OR REMANUFACTURED, in our sole discretion. Any device provided as the replacement product immediately becomes the covered product, and is subject to the limitations as more fully explained under the Claim Limit section. You hereby assign to us all rights and benefits of Samsung's warranty or other ancillary coverage relating to any covered product that we replace. You hereby assign to us all rights and benefits of Samsung's warranty or other ancillary coverage relating to any covered product that we replace. **NOTE:** You are responsible for backing up all software and personal data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your covered product. Coverage under this Plan also includes access to technical assistance and support for

your covered product(s) through 24/7 Expert Support during the term of this Plan. 24/7 Expert Support terms of service can be accessed at <https://us.servify.tech/termsandconditions/samsung/samsung-b2c>. Go to [samsung.servify.tech/us](https://us.servify.tech/termsandconditions/samsung/samsung-b2c) or call 833-690-0918.

COVERAGE BENEFITS BEGINNING ON THE DATE OF ENROLLMENT (FOR PRE-OWNED DEVICES, SUBJECT TO THE WAITING PERIOD UNLESS REGISTERED WITH THE ADMINISTRATOR AS A CERTIFIED DEVICE):

1. Power surge protection.
2. Access to technical assistance and support for your covered product(s) through 24/7 Expert Support during the term of this Plan. 24/7 Expert Support terms of service can be accessed at <https://us.servify.tech/termsandconditions/samsung/samsung-b2c>. Go to [samsung.servify.tech/us](https://us.servify.tech/termsandconditions/samsung/samsung-b2c) or call 833-690-0918.
3. Breakdowns caused by ADH.
4. Shipping to Samsung for repair or replacement.

TERM OF COVERAGE: Your coverage begins on the date you enrolled in the Plan and continues month to month for up to 36 months for monthly payment plans, or until the expiration of the Plan term unless cancelled or fulfilled, for paid-in-full Plans. This Plan is inclusive of Samsung's warranty; it does not replace Samsung's warranty but provides you with benefits that supplement Samsung's warranty. Samsung has authorized us to assist you in connection with claims filed under the terms of your product warranty. In the event you file a product warranty claim in which your covered product has sustained accidental damage from handling as a result of normal use, and ADH coverage is applicable to your plan, we will transition your claim from an in-warranty claim to a request for service under the terms of this Plan, and we will make arrangements for repair/replacement services as an ADH claim.

After Samsung's warranty expires, the Plan provides certain additional benefits

listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on your date of enrollment, all other Plan coverage becomes effective immediately following the expiration of Samsung's warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled pursuant to the provisions below. 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 the covered repair has been completed.

HOW TO MAKE A CLAIM: If your covered product experiences a breakdown, you may go online to [Samsung.servify.tech/us](https://us.servify.tech/us) twenty-four (24) hours a day, seven (7) days a week, or you may call Servify's customer service twenty-four (24) hours a day, seven (7) days a week at 833-690-0918 to speak to an agent. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered. Depot, carry-in, or remote technician service may be available; the customer service agent will inform you of the type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product to and from the authorized service center if depot service is required. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. You must file your claim within thirty (30) days of a breakdown. If you fail to file your claim within thirty (30) days, we may deny you coverage. All claims must be reported within thirty (30) days after expiration of this Plan.

CHARGES FOR THIS PLAN: The cost of this Plan will be billed to you in full or in thirty-six (36) monthly installment payments, for the duration of the Plan term, unless this Plan is non-renewed or cancelled as described below, in which case billing will cease. Each month

during the term of this Plan, you will be charged for the cost of this Plan on the credit or debit card provided at the time of purchase. The monthly or full-pay cost of this Plan, as applicable to you, is indicated on your sales receipt or order confirmation email. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to your monthly charges. Nonpayment by you will result in cancellation of the Plan as set forth below. It is your responsibility to maintain a valid credit card or bank account information with the seller to process payments, failure to do so may cause your Plan to be cancelled. If we do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred. Applicable service fees, non-return charges, non-covered claim charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments, if any, may be added to your bill or, at our discretion, collected from you prior to providing a replacement product.

NO LEMON POLICY: After three (3) service repairs have been completed on any single covered product under this Plan, and that covered product requires a fourth (4th) repair, as determined by us, we will provide you with a replacement product, not to exceed the purchase price you paid for the covered product excluding sales tax, as indicated on your sales receipt or order confirmation email, or, at our discretion, provide you with a gift card or check for the cost of a replacement product not to exceed the purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Preventative maintenance checks, cleanings, covered product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. NOTE: The No Lemon Policy does not apply to: (i) repairs performed while the covered product is under Samsung's warranty; or (ii) breakdowns caused by ADH.

CLAIM LIMIT: Beginning on the date you enrolled, this Plan will cover an unlimited number of breakdowns during

the term of this Plan, including an unlimited number of covered ADH service requests. For any single claim, the maximum amount we will spend to replace or repair the covered product is \$2,500.00.

SERVICE FEE: A non-refundable service fee, plus applicable taxes, is due for each repair or replacement of the covered product provided under this Plan, as set forth in the schedule below. You agree to pay the non-refundable service fee, plus applicable sales taxes, to us prior to the repair or replacement of the mobile phone. The non-refundable service fee must be paid and received in advance of the service being provided for the covered product and may be paid through a valid credit card or branded debit card. Should damages be found to your covered device that are more applicable to a different coverage type, we, at our discretion, reserve the right to change the claim type, and charge you're the applicable service fee as shown in the schedule below. Should this claim type be changed, you will be notified of the change and the applicable service fee change. The following service fee(s) apply:

Covered Product:	ADH Screen Repair Service Fee:	ADH Replacement and Other Repair Service Fee:	All Other Breakdown:
Tier 1	[\$29.00]	[\$99.00]	[\$0.00]
Tier 2	[\$29.00]	[\$99.00]	[\$0.00]
Tier 3	[\$29.00]	[\$99.00]	[\$0.00]
Tier 4	[\$29.00]	[\$99.00]	[\$0.00]

RETURN OF ORIGINAL DEVICE AND NON-RETURN FEE: Covered products approved for replacement must be returned to us at our expense in the return mailer that was shipped to you within ten (10) days of delivery of the replacement covered product to you. You must return the replaced covered product as directed by us and according to the instructions included in the return

mailer, including unlocking the device, or you will be charged covered product a non-return fee of up to manufacturer's suggested retail price or \$2,500, whichever is less. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE COVERED PRODUCT AS DIRECTED.**

In the event you fail to return the original covered product, or payment of the covered product non-return fee is unable to be processed, we may remotely disable certain features or functionalities on your new replacement covered product until the original covered product is returned to the Administrator or payment of the non-return fee has been processed, at which point the disabled features or functionalities of your replacement covered product will be restored to their original settings.

CHARGE FOR NON-COVERED CLAIMS: If we ship you a replacement covered product, we will notify you in writing within thirty (30) days of the return of the replaced covered product if we determine the returned covered product did not suffer a breakdown covered by the Plan. In this event, you will be charged a non-covered claim fee up to the \$2,500.00, unless you return the replacement covered product to the Administrator, in good working order, at your cost of shipping within fifteen (15) days of our notification. If you return the replacement covered product as required by this Plan, we will return to you your original covered product.

In the event you fail to return the replacement covered product, or payment of the non-covered claim fee is unable to be processed, we may remotely disable certain features or functionalities on your new replacement covered product. We will return your original covered product to you once we receive delivery of the replacement covered product from you.

DEVICE CERTIFICATION: In order for your product to be qualified as a certified device, you must take the following action to certify that your product is operational and free of physical and mechanical defects:

[You will receive an invitation to download the [Servify Diagnostic App] ("App") [from the Android/Apple App store] and follow Administrator's instruction to register your covered product as a certified device.]

For devices which have undertaken the above-referenced certification process, we will waive any waiting periods applicable to your Plan as of the date your product was successfully registered with the Administrator as a certified device. Covered products that are not registered with the Administrator as a certified device are eligible for breakdown claim upon the expiration of the waiting period.

If you fail to certify your device in accordance with the Administrator's instructions, or your device does not meet certifications standards within either sixty (60) days of device purchase or 10 days of Plan purchase, whichever is soonest, we reserve the right to cancel your enrollment in this Plan and provide a full refund of your Plan payment. No coverage for claims is provided until the registration of your covered product as certified device has been completed.

TRANSFERABILITY: This Plan is not transferrable by you and may not be assigned by you.

MANUFACTURER'S RESPONSIBILITIES:

Parts and services covered during the manufacturer's warranty period are Samsung's responsibilities, and Administrator will assist in facilitating any warranty claims on your behalf with Samsung during the term of this Plan.

WHAT IS NOT COVERED:

The Plan does not cover:

1> Incidental or consequential damages; 2> failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements; 3> loss, theft, abuse, misuse, intentional damage, improper installation, or customer

negligence; 4> pre-existing conditions occurring before the time it was established as the covered product; 5> changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the covered product however caused, including, but not limited to: scratches and marring, that do not affect the mechanical or electrical function of the covered product. 6> Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation; and 7> any manufacturer recall or rework order on the covered product, of which Samsung is responsible for providing.

Further, Covered Product does not include, and the Plan does not cover:

1> Contraband or property in the course of illegal transportation or trade; 2> Property in transit to you from anyone other than us; 3> Battery chargers; 4> Any accessories, (except as otherwise provided with respect to standard batteries), upgrades, attachments or peripherals, including but not limited to: color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers; 5> Unauthorized modifications, alterations, or repairs to any internal component/part of a covered product if performed by anyone other than a service center/technician authorized by the Administrator or Samsung; and 6> Covered Product that is missing any part or parts; and 7> any breakdown to your product during the waiting period, unless you register your product with the Administrator as a certified device before the date the breakdown occurred.

RENEWAL: This Plan may be renewed at our discretion.

CANCELLATION: This Plan is provided on a month to-month or full pay basis and may be cancelled by you at any time for any reason by notifying Samsung. You can cancel this Plan by emailing samsungmxcare@servify.tech

or login into your Samsung.com account on www.samsung.com, click on "My Account," and then "My Subscriptions." You will then see your active Samsung Care+ subscription and an option to cancel. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If you fail to pay any monthly charge due under this Plan, this Plan will be cancelled immediately without notice. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, less the cost of any claims which have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY and any other jurisdictions(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

INSURANCE SECURING THIS PLAN:

This Plan is not an insurance policy; however, we have obtained an insurance policy to insure our performance under this Plan. Should we fail to pay any claim or fail to replace the covered product within sixty (60) days after the claim has been submitted, or in the event you cancel this Plan, and we fail to refund any unearned portion of the Plan price, you are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

Limitation of Liability: In the event of

any error, omission or failure by us, the administrator or Samsung with respect to the Plan or the services provided by us, the administrator or Samsung hereunder, ours, the administrator's and Samsung's RESPONSIBILITY AND LIABILITY WILL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF OUR, THE ADMINISTRATOR OR SAMSUNG'S PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES WILL WE, THE ADMINISTRATOR OR SAMSUNG BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE, THE ADMINISTRATOR OR SAMSUNG HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR US OR THE ADMINISTRATOR OR SAMSUNG'S PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THIS PLAN, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS PLAN, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY ADMINISTRATOR, WE AND SAMSUNG, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Waiver: No waiver in whole or in part of any term or condition of this Plan will be construed as a continuing waiver of that term or condition or a waiver in whole or in part of any other term or condition. We may reduce or waive the claim service fee for the covered product. We will post the current claim service fee

schedule at <https://us.servify.tech/termsandconditions/samsung/samsung-b2c> or by calling 833-690-0918.

Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control, and in such event, we may cancel this Plan immediately.

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:

Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the seller (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 866-371-9501. In the event we cannot resolve any dispute with you, YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able

to seek relief on your behalf.

2. ARBITRATION PROCESS:

a. How to start arbitration.

- Send a written Notice of Claim by certified mail to Legal Department, 5608 17th Ave. NW, Seattle, WA 98107.
- Describe the dispute and relief sought in the Notice.
- If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.

b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.

c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.

c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.

d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

STATE VARIATIONS: The following state variations control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the dealer, its assignees, subcontractors and/or representatives. The Arbitration Provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions; Consumer Protection Division at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, ATTN: Consumer Affairs. The fourth sentence of the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan." Item 5> of the second paragraph of the WHAT IS NOT

COVERED section is deleted and replaced with the following: 5> Unauthorized modifications, alterations, or repairs, including the use of third-party parts not provided or certified by Samsung while owned by you;"

CALIFORNIA RESIDENTS: The Cancellation section is amended as follows: **This Plan may be cancelled by you at any time for any reason by notifying Samsung. You can cancel this Plan by emailing samsungmxcare@servify.tech or login into your Samsung.com account on www.samsung.com, click on "My Account," and then "My Subscriptions." You will then see your active Samsung Care+ subscription and an option to cancel.** If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been made or repairs that have been made.

CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

FLORIDA RESIDENTS: INSURANCE SECURING THIS PLAN is deleted in its entirety. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding in the State of Florida. Arbitration proceedings shall be conducted in the county in which the consumer resides.

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its monthly term on the grounds of fraud, material misrepresentation, or nonpayment. The fourth sentence in the

Cancellation section is deleted and replaced with the following: In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. The fifth sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made. A 10% penalty per month shall be added to any refund that is not paid or credited within 45 days after receipt of the cancellation request. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision will affect your right to file a direct claim under the terms of this Plan against Wesco Insurance Company pursuant to O.C.G.A. 33-7-6.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) 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; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 833-690-0918 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. The following language is added to item 5> of the second paragraph of the What Is Not Covered section: "If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan."

NEW HAMPSHIRE RESIDENTS: Contact us at 866-371-9501 with questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel 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; (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 increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may not cancel this Plan prior to the expiration of the monthly term except for non-payment by you or for violation of any of the terms and conditions of this Plan. The fourth sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, and less the cost of any claims that have been paid or repairs that have been made."

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44200963. Arbitration is amended as follows: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include

the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above ; and the seller and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 833-690-0918. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings will be conducted within the state of Oregon."

SOUTH CAROLINA RESIDENTS: Contact us at 833-690-0918 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

TEXAS RESIDENTS: The Administrator is Servify US, Inc., Service Contract Administrator License No. 276. If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Our Texas license number is 651.

Utah Residents: NOTICE. 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. The fifth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation."

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Wesco Insurance Company directly at 866-505-4048. You are not required to wait sixty (60) days before filing a claim directly with Wesco Insurance Company.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of

nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. Notice of cancellation shall be sent at least 5 days prior to cancellation and shall state the effective date of the cancellation and the reason for cancellation. If you cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS"; and (2) subsection 1. (b) is deleted in its entirety.

WYOMING RESIDENTS: Prior notice is not required if the reason for

cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or Samsung, or a substantial breach of duties by you relating to the Samsung service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include (1) the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the dealer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please go to <https://us.servify.tech/termsandconditions/samsung/samsung-b2c>.

Administered by:
Name: Servify US, Inc.
Address: 5608 17th Ave. NW, Seattle, WA 98107