

# **SAMSUNG Care+** **with Theft and Loss**

## **Program Summary**

### **Table of Contents**

Summary of Key Terms and Conditions (p. 1)

Insurance Coverage Certificate (p. 10)

Service Contract (p. 21)

# Summary of Key Terms and Conditions

Monthly Recurring (36-month term)				
Devices	Tier 1	Tier 2	Tier 3	Tier 4
Phones	\$8	\$10	\$15	\$18
Tablets				
Watches				

Pay Upfront (24-month term)				
Devices	Tier 1	Tier 2	Tier 3	Tier 4
Phones	\$129	\$189	\$269	\$349
Tablets			\$249	\$299
Watches			\$249	\$299

Covered incidents	<p><b>Insurance:</b></p> <ul style="list-style-type: none"> <li>Lost, stolen, and unrecoverable (excluding ADH).</li> </ul> <p><b>Service Contract:</b></p> <ul style="list-style-type: none"> <li>Accidental Damage from Handling (ADH) - protection begins on the date of enrollment.</li> <li>Mechanical breakdown due to defects in materials or workmanship or normal wear and tear (malfunction) - protection begins after the manufacturer's warranty expires.</li> <li>24/7 Expert support - Protection begins on the date of enrollment.</li> </ul>
Term	You will be billed monthly for 36 months unless the program is canceled or fulfilled pursuant to the terms and conditions.

## Samsung Care+ with Theft and Loss

Cancellation Policy	You may cancel your optional coverage at any time and receive a refund of your unearned premium/charges. Cancellation may be deferred until your next billing due date.
Insurance claim limits	<ul style="list-style-type: none"> <li>● Maximum of three (3) claims within any 12 consecutive month period.</li> <li>● Maximum value of \$2,500 per claim.</li> </ul>
Service contract claim limits	<ul style="list-style-type: none"> <li>● Unlimited ADH claims.</li> <li>● \$0 Unlimited mechanical breakdown claims up to the MSRP value of the device per 12-month period.</li> <li>● Maximum value of \$2,500 per claim.</li> </ul>
Service options	<ul style="list-style-type: none"> <li>● As soon as same-day replacement for lost or stolen devices based on location and subject to stock availability.</li> <li>● As soon as walk-in repair based on location and subject to parts, technician, and location availability.</li> <li>● Advance Exchange - Next-day device replacement.</li> <li>● Mail-in repair.</li> </ul>
Replacement product	<ul style="list-style-type: none"> <li>● Claims may be fulfilled with new or refurbished product.</li> <li>● If the same make and model is not available, a comparable model will be substituted. Color, features, and accessory compatibility are not guaranteed.</li> <li>● Accessories, including SIM cards, are not included with replacement products.</li> </ul>
Arbitration	<p>Most of your concerns can be addressed by simply contacting us at (833) 690-0918. In the unlikely event we cannot informally resolve any disputes, 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. (EXPRESS STATE EXEMPTIONS MAY APPLY; PLEASE SEE YOUR PROGRAM TERMS AND CONDITIONS.)</p>

### Important Information

Samsung Care+ with Theft and Loss is a combination of insurance and service contract. The insurance is underwritten by Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (“Technology”) and administered by Servify (US) Inc., 5608 17th AVE NW, Seattle, WA 98107 (“Servify”), a licensed agent of Technology Insurance Company, Inc. In California, the insurance plan is administered by Servify d/b/a Servify Device Insurance Solutions (License # 6006231).

## Samsung Care+ with Theft and Loss

The company obligated under the service contract in the District of Columbia and all states except Florida, is Northcoast Warranty Services, Inc., located at 800 Superior Ave E., 21st Floor, Cleveland, OH 44114 (“Northcoast”). In Florida, the company obligated under this service contract is Technology Insurance Company, Inc., 800 Superior Avenue E, 21<sup>st</sup> Floor, Cleveland, OH 44114 (License # 03605). This service contract is administered by Servify.

Please visit <https://us.servify.tech/termsandconditions/samsung/samsung-b2c> to review your Terms and Conditions anytime your device changes. Terms and conditions are subject to change and contain limitations and exclusions.

Terms and conditions are subject to change and contain limitations and exclusions. Coverage terms may vary by state and eligibility may vary by device. All applicable taxes and surcharges extra. All programs and plans may not be available in all states.

Our Privacy Policy is available at <https://us.servify.tech/privacy>.

### Deductibles & Service Fees

A nonrefundable deductible or service fee will be charged for each approved claim. Amounts are based on device tiers for each program. Please visit <https://us.servify.tech/termsandconditions/samsung/samsung-b2c> and refer to your Terms and Conditions anytime your device changes.

Deductibles	
Device Tier	Deductible for Lost or Stolen Claim
Tier 1	\$99
Tier 2	\$149
Tier 3	\$149
Tier 4	\$199

Service Fees	
Service Type	All Tiers
Mechanical Breakdown	\$0

## Samsung Care+ with Theft and Loss

<b>Cracked Screen Repair</b>	\$29
<b>Repair or Replacement (Watches &amp; Buds)</b>	\$29
<b>ADH repair or replacement</b>	\$99

### Important Information:

For approved claims, a repair or replacement device will be provided at our discretion. For walk-in repairs, you will be required to bring or mail your device to an authorized repair center. Additional information on repairs is available at <https://samsung.servify.tech/us>, which includes a list of eligible devices, types of repairable damage and available select repair locations.

Repair eligibility is subject to change. If your device is ineligible for repair or not repairable, if there is no authorized repair location, parts, or technician available, or if we decide that a replacement is necessary, you will receive a replacement device and be charged the replacement service fee.

For a complete and current list of devices with associated service fee and deductible amounts, please visit <https://samsung.servify.tech/us> or call (833) 690-0918. NOTE: The device list is changed from time to time. Please check with Servify/Samsung anytime your device changes for your applicable service fees, deductibles, and monthly charge.

<b>Device Schedule</b>			
Device Tiers	Smartphones	Tablets	Watches
<b>Tier 1</b>	All Galaxy A series Galaxy Xcover Pro	All Galaxy Tab A series All Galaxy Tab S Lite series	All Galaxy Watch 4 series All Galaxy Watch 5 series
<b>Tier 2</b>	Galaxy S2x Galaxy S2x+ (128GB) Galaxy S2x FE Galaxy Note10 Note 20 series	Galaxy Tab S FE series Galaxy Tab S series Galaxy Tab S7+ (128GB, 256GB) Galaxy Tab S8+ (128GB, 256GB)	N/A

## Samsung Care+ with Theft and Loss

<b>Tier 3</b>	Galaxy S2x+ (256GB) Galaxy S2x Ultra Galaxy Note 10+ Note 20 Ultra series	Galaxy Tab S Galaxy Tab S7+ (512GB) Galaxy Tab S8+ (512GB) Tab S Ultra series	N/A
<b>Tier 4</b>	Galaxy Z Fold series Galaxy Z Flip series	N/A	N/A

## Additional Information

### Filing a Claim

If your covered product is lost, stolen, damaged, or experiences a malfunction, you may go online to <https://samsung.servify.tech/us> or call (833) 690-0918, 24 hours a day, 7 days a week. You must file the claim within 60 days of the incident.

### Plan Duration

You will be billed monthly for 36 months unless the program is cancelled or fulfilled pursuant to the terms and conditions.

### Duplication of Coverage

The Coverage Certificate may provide a duplication of coverage already provided by your insurance (auto, renter, homeowner, personal liability) or other source of coverage. This insurance is primary over any other insurance you may have. Enrollment in Samsung Care+ with Theft and Loss is not required in order to purchase or lease portable electronics or services.

### Associate Qualifications

Unless otherwise licensed, Samsung sales reps are not qualified or authorized to evaluate the adequacy of your existing insurance coverages. Questions regarding this program should be directed to Servify's customer support team at (833) 690-0918 or email [samsungmxcare@servify.tech](mailto:samsungmxcare@servify.tech).

### Coverage is Optional

Insurance and service contract coverage is optional and you are not required to enroll in these programs in order to purchase services or equipment. Insurance program enrollment or claim authorization shall be at the sole discretion of Technology and its authorized agents including Servify and its affiliates in accordance with the Coverage Certificate and applicable law. Service contract program enrollment and claim authorization shall be provided by Servify or one of its affiliates in accordance with the terms and conditions of the Service Contract.

## **Samsung Care+ with Theft and Loss**

### **Digital Communications**

If you have or in the future provide your email or other electronic address to Samsung, we may communicate program information and legal notices with you through electronic means. If an email is not provided, the information will be mailed to you.

### **Device Coverage**

“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 as identified by Electronic Serial Number (ESN), Mobile Equipment Identification Number (MEID), or International Mobile Equipment Identity (IMEI) for CDMA devices.

### **Covered Product**

This plan covers the phone associated with the plan and, if part of the covered loss, one standard battery.

### **Service Contract: Screen Repair for Eligible Devices**

As soon as same-day screen repair may be available for eligible devices in select areas. Same-day repair option depends on claim approval time, parts availability, and technician availability. Repairs may use new or refurbished parts, and may contain original or non-original manufacturer parts, and may void the manufacturer warranty. For full device and location eligibility, go to <https://samsung.servify.tech/us> or call (833) 690-0918. All subject to change at any time.

### **Service Contract: Advanced Exchange Service**

In the event that an advanced exchange is provided, the replacement device will be automatically enabled with Knox Guard. Should your original device not be returned, and any applicable non-return fee is unable to be processed, we reserve the right to disable your replacement device within thirty (30) days of the replacement device being provided. The replacement device will be enabled once the original device has been returned without damage according to instructions provided or when the non-return fee has been fully processed and paid.

### **Non-Return Fee**

If your device is damaged, malfunctioned, or if your lost device is later found, you can avoid non-return fees of up to manufacturer’s suggested retail price or \$2500, whichever is less by simply returning the device as directed by us in the return mailer that we provide to you within ten (10) days of delivery of the replacement product.

### **Cancellation Policy**

You may cancel your optional coverage at any time and receive a pro rata refund of your unearned premium/charges. You may cancel this Plan by emailing [samsungmxcare@servify.tech](mailto:samsungmxcare@servify.tech) or log into your Samsung.com account on Samsung.com, click on “MyAccount” and then “My Subscriptions”.

### **Insurance Exclusions and Limitations**

This insurance coverage does contain limitations and exclusions. Loss due to indirect or consequential loss, intentional acts, abuse, contraband, any device with a unique identification number that has been altered, technological obsolescence or depreciation, cosmetic damage, unauthorized repair or replacement, pollutants, failure to follow the manufacturer’s instructions, manufacturer recall, mechanical or electrical failure, batteries or included accessories unless it is part of the covered loss, malware, war, governmental action, damage to data, nonstandard external media, and nonstandard software, failure to reasonably protect the device from any further

## **Samsung Care+ with Theft and Loss**

loss, accidental damage from handling, are excluded. All exclusions and limitations can be found in the full terms and conditions.

### **Fraud**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of insurance fraud. In Florida, such conduct is a felony of the third degree. In Oregon, this note does not apply.

### **Coverage Certificate and Service Contract**

The Coverage Certificate and Service Contract are the entire agreement between you and the insurer or obligor company, as applicable, and contain the complete terms and conditions of the coverage. Servify will send you complete terms and conditions after your enrollment; however, if you would like to review the complete terms and conditions before you enroll, you may visit <https://us.servify.tech/termsandconditions/samsungcareplus> or call (833) 690-0918. The Coverage Certificate is the entire agreement between the insurer and you. Please refer to the Coverage Certificate for complete terms and conditions of the coverage provided. For questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact: insert link or contact information.

### **Binding Arbitration**

THE SERVICE CONTRACT AND INSURANCE COVERAGE CERTIFICATE EACH CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED).

### **Agreement to Terms and Conditions**

You agree to Terms and Conditions, including the Coverage Certificate/Policy and the Service Contract, when you enroll. You can review them at <https://us.servify.tech/termsandconditions/samsungcareplus> or call (833) 690-0918.

### **Customer Support**

Servify strives to satisfy every customer and ask you to allow them the opportunity to resolve any questions, concerns or complaints you may have by calling (833) 690-0918.

- The consumer hotline for the California Department of Insurance is 800-927-HELP (4357).
- The Maryland Insurance Administration is 800-492-6116; and the Indiana Department of Insurance is 800-622-4461.
- The Illinois Department of Insurance Consumer Division can be contacted by mail at 122 S. Michigan Ave., 19th Floor, Chicago, IL 60603 or at 320 W. Washington Street, Springfield, IL 62767-0001. You can also call 1-866-445-5364 for assistance. All applicable taxes and surcharges extra. Offers may be modified or discounted at any time.

IN ORDER FOR YOUR THEFT AND LOSS CLAIM TO BE ELIGIBLE FOR COVERAGE, YOU MUST HAVE KNOX GUARD ENROLLED ON YOUR DEVICE. YOU CAN ENROLL BY GOING TO [HTTPS://GUARD.SAMSUNGKNOX.COM/](https://guard.samsungknox.com/) ON YOUR DEVICE AND ENABLING KNOX GUARD. IF YOU DO NOT ENROLL IN KNOX GUARD WITHIN 30 DAYS OF PURCHASE WE RESERVE THE RIGHT TO CANCEL YOUR ENROLLMENT IN SAMSUNG CARE+ WITH THEFT AND LOSS AND PROVIDE A FULL REFUND OF YOUR PLAN PAYMENT.

## **Samsung Care+ with Theft and Loss**

### **Notice for Washington Residents**

If you have questions or concerns about the actions of your insurance company or agent, or would like information on your rights to file an appeal, contact the Washington state Office of the Insurance Commissioner's consumer protection hotline at 1-800-562-6900 or visit [www.insurance.wa.gov](http://www.insurance.wa.gov). The insurance commissioner protects and educates insurance consumers, advances the public interest, and provides fair and efficient regulation of the insurance industry.

### **Notice for Arkansas Residents**

Policyholders have the right to file a complaint with the Arkansas Insurance Department.

You may call the Arkansas Insurance Department to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way  
Suite 102  
Little Rock, Arkansas 72202

### **Notice for Texas Residents**

To obtain information or make a complaint, you may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439. **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

You may write the Department at:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## Samsung Care+ with Theft and Loss



Technology Insurance Company, Inc.  
An AmTrust Financial Company  
59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038  
866-327-5818

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### INSURANCE CERTIFICATE

for

### PORTABLE ELECTRONICS DEVICE COVERAGE MASTER POLICY

### SCHEDULE

<b>Insurer:</b>	TECHNOLOGY INSURANCE COMPANY, INC. 59 Maiden Lane, 43 <sup>rd</sup> Floor New York, NY 10038 866-327-5818
<b>Master Policy Number:</b>	TIC-SAMS-MPED-013123
<b>Master Policyholder:</b>	Samsung Electronics of America ("Samsung")
<b>Certificate Number:</b>	Described in the Plan Activation / Plan Confirmation Document(s) as the Plan ID
<b>Certificate Holder Name and Mailing Address:</b>	As described in the Plan Activation / Plan Confirmation Document(s)
<b>Certificate Period:</b>	As described in the Plan Activation / Plan Confirmation Document(s)

## Samsung Care+ with Theft and Loss

<b>Administrator:</b>	Servify US, Inc. 5608 17 <sup>th</sup> Ave. NW Seattle, WA 98107 (833) 690-0918
<b>Covered Property:</b>	As described in the Plan Activation / Plan Confirmation Document(s)
<b>Coverage Territory:</b>	The United States and its territories and Canada.
<b>Covered Causes of Loss:</b>	As described in the Program Summary
<b>Limits of Insurance:</b> <b>Per Claim (Per Occurrence) Limit:</b> <b>Aggregate Limit:</b>	As described in the Program Summary
<b>Deductible:</b>	As described in the Program Summary
<b>Notification of Loss Period:</b>	As described in the Coverage Certificate
<b>Non-Return Fee:</b>	Not Applicable to Covered Property that is Lost or Stolen
<b>Coverage Eligibility:</b>	As described in the Program Summary
<b>Monthly Premium Rate:</b>	As described in the Program Summary

## Samsung Care+ with Theft and Loss

This Insurance Certificate ("Certificate") describes the terms, conditions, and exclusions of the Portable Electronics Device Master Policy (the "Master Policy"). Various provisions in this Certificate and the Master Policy restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

The terms "we," "us" and "our" means the Insurer shown in the Schedule that is providing this insurance.

The terms "you" and "your" mean the Certificate Holder shown in the Schedule and to whom this Certificate is issued.

The term "Administrator" refers to the Administrator shown in the Schedule. You may contact the Administrator if you have questions regarding this coverage or would like to make a claim. The Administrator can be reached by phone at 833-690-0918 or mail at 5608 17th Ave. NW, Seattle, WA 98107 or email at [samsungmxcare@servify.tech](mailto:samsungmxcare@servify.tech).

The term "Authorized Service Center" means the service center providing repair and replacement services on our behalf.

The term "Certificate Period" means the period stated in the Schedule.

The term "Covered Property" means the covered property as specified in the Schedule and further described in Section A.2. of this Certificate.

The term "Retailer" means any party who markets or sells Covered Property and to whom the Master Policy is issued.

### A. COVERAGE

In exchange for premium paid, we, through the Administrator, agree to provide the coverage as stated in this Certificate for any covered damage that occurs to the Covered Property during the applicable Certificate Period.

#### 1. Who Is Covered

##### a. Master Policyholder

The Master Policyholder is a person or entity enrolled by the Administrator as reflected in the Administrator's records and for whom the required premium when due has been paid to us, or our designated agent, and to whom a Master Policy is issued. The Master Policyholder is shown on the Schedule.

##### b. Certificate Holder

The Master Policyholder may request to insure Covered Property owned or legally possessed by you. Request for coverage is subject to our approval and in our sole discretion.

Device Based Coverage provides coverage for registered Covered Property owned or legally possessed by you.

#### 2. Covered Property

Covered Property means the portable electronic device shown in the Schedule. The International Manufacturer's Equipment Identification (IMEI), Electronic Serial Number (ESN), Unique Device Identifier (UDID), serial number or other unique identification number of the mobile device must be on file with the Administrator and/or the Service Provider at all times to receive coverage under this Certificate.

#### 3. Coverage Period

## Samsung Care+ with Theft and Loss

Coverage under this Certificate is provided for the Certificate Period shown in the Schedule, subject to Section G.4.b.

### 4. Coverage Territory

We insure the Covered Property when it is present in the United States or its territories and Canada. We do not insure the Covered Property when it is outside the United States or its territories or Canada. We may require any claims occurring outside the United States or its territories to be processed in the United States.

### 5. Covered Causes of Loss

Covered Causes of Loss means risks of being lost or stolen, except as limited or excluded elsewhere in this Certificate.

### 6. Property Not Covered

Covered Property does not include:

- a. Contraband or property used in the course of illegal transportation or trade.
- b. Data, meaning information input to, stored on, or processed by the Covered Property. This includes, but is not limited to, documents, databases, messages, licenses, contact information, passwords, books, games, magazines, photos, videos, ringtones, screen savers, personalized data, music, and maps.
- c. Proprietary electronic devices included with automobile systems and any motor vehicle or watercraft original or after-market equipment or accessories, whether or not permanently installed, including any antenna or wiring.
- d. Property that has been entrusted to (including property in-transit) others for any service, repair or replacement, other than the Authorized Service Center or its designee.
- e. Software and applications, meaning the operating system or any other software that is pre-loaded or included with the Covered Property or installed subsequent to purchase.
- f. Any device whose unique identification number (including IMEI, ESN, UDID, serial number or unique identification number) has been altered, defaced or removed.
- g. External media, meaning physical objects on which data can be stored but which are not integrated components of the Covered Property required for it to function. This includes but is not limited to data cards, memory cards, external hard drives, and flash drives.
- h. Any portable electronic device you lease, rent or hold for others.
- i. Any other equipment or accessories not described as Covered Property.
- j. Batteries unless otherwise covered as a part of a loss to Covered Property.

## B. EXCLUSIONS

This insurance coverage provided by this Certificate does not apply to loss or damage, directly or indirectly caused by, or resulting from, any of the following:

### 1. Governmental Authority

Seizure or destruction of property by order of governmental authority.

### 2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

### 3. War

- a. War, including undeclared or civil war;
- b. Warlike action by a military force; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any

## Samsung Care+ with Theft and Loss

sequence to the loss or damage.

### 4. Delay, Loss of Use

Indirect or consequential loss or damage, including loss of use, interruption of business, loss of service, loss of market, loss of time, loss of profits, inconvenience or delay in repairing or replacing lost or damaged Covered Property.

### 5. Electrical and Mechanical Breakdown

Failure of Covered Property to operate due to a faulty part or workmanship or normal wear and tear when operated according to the manufacturer's instructions, unless specified as a Covered Cause of Loss.

### 6. Dishonest or Criminal Acts

Dishonest, fraudulent or criminal acts by you, any authorized user of the Covered Property, anyone you entrust with the Covered Property, or anyone else with an interest in the Covered Property for any purpose, whether acting alone or in collusion with others.

### 7. Obsolescence

Obsolescence or depreciation.

### 8. Pre-Existing Conditions

Conditions which existed prior to coverage, including but not limited to:

- a. Manufacturer's recall; or
- b. Error or omission in design, programming or system configuration.

### 9. Cosmetic Damage

Cosmetic damage, however caused, that does not affect the manufacturer's intended use. This includes:

- a. Cracking, marring, or scratching that does not affect functionality;
- b. Change in color or other change in the exterior finish; and
- c. Expansion or contraction that does not affect functionality.

### 10. Covered Under Warranty

Loss or damage that is covered under the manufacturer's warranty. In the event we have knowledge of a prior malfunction, proof of repair may be required before coverage for future claims is applicable.

### 11. Covered Under Other Insurance

Loss or damage that is covered and paid under another insurance policy.

### 12. Late Claims

Claims not reported as required by Section E.3. of this Certificate.

### 13. Programming, Repair Work

Programming, cleaning, adjusting, repairing, modifying, installing, servicing, maintaining, or performing any other work upon Covered Property, unless performed by an Authorized Service Center or its designee.

### 14. Virus

Computer virus or any other malicious code or similar instruction that:

- a. Disrupts the normal operation of the Covered Property;
- b. Results in destruction of or unsuitability of data or programs stored in the Covered Property; or
- c. Arise out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

### 15. Voluntary Parting

Voluntarily parting with Covered Property by you or by any person entrusted with Covered Property, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.

## Samsung Care+ with Theft and Loss

### 16. Intentional Loss or Damage

Abuse, intentional acts, or use of the Covered Property in a manner inconsistent with the use for which it was designed, intended, or advised by the manufacturer or that would void the manufacturer's warranty.

### 17. Pollution

The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non-ionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

### 18. Fees or Charges

Any fees or charges assessed by the Administrator, Service Provider or Retailer, whether the charges incurred are legitimate or fraudulent.

### 19. Failure to Mitigate

Failure to do what is reasonably necessary to minimize the loss and to protect the Covered Property from any further loss.

### 20. Vermin

Insects, rodents, or other vermin.

### 21. Unauthorized Repair or Replacement

Loss caused by or resulting from unauthorized repair or replacement.

### 22. Pressure Waves

Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 23. Wear and Tear

Normal wear and tear, including rusting or oxidation or damage that is not attributable to a sudden unforeseen event, and which does not result in a Covered Cause of Loss.

### 24. Failure to Follow Manufacturer's Instructions

Loss caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.

## C. LIMITS OF INSURANCE

The most we will pay in any one occurrence to repair or replace Covered Property is the applicable Per Claim (Per Occurrence) Limit shown in the Schedule. The Limit of Insurance applies separately to each claim.

In addition, you are limited to the maximum number of losses as shown in the Aggregate Limit section in the Schedule in any consecutive 12-month period. When this limit is exhausted, coverage will cease immediately and we will notify you that your coverage has ceased and no future premiums are due.

The applicable Aggregate Limit is determined based on the total number of mobile phone numbers on your account with the Service Provider at the time your coverage begins. If during the coverage period, you add or remove mobile phone numbers from your account with the Service Provider, the Aggregate Limit will be automatically adjusted. In the event you remove a mobile phone number from your account and number of losses equals or exceeds the adjusted Aggregate Limit, coverage under this Certificate will cease immediately.

When the Aggregate Limit is exhausted, we will notify you that your coverage has ceased and no future premiums are due.

## D. DEDUCTIBLE

A non-refundable Deductible will apply to each filed and approved claim and does not reduce the Limit of Insurance. The Deductible, as shown in the Schedule and described below, is payable at the time of claim approval.

The Deductible as shown in the Schedule is non-refundable and is payable at the time a loss is approved by the SFY-NC-SCPLUS-ULTD rev. 0623

## Samsung Care+ with Theft and Loss

Administrator. This Deductible will apply to each filed and approved covered claim and does not reduce the Limit of Insurance.

This Deductible will apply to each filed and approved covered claim and does not reduce the Limit of Insurance.

### E. YOUR DUTIES IN EVENT OF LOSS TO COVERED PROPERTY

In the event of loss or damage to Covered Property, you must cooperate with us and our Administrator and do the following:

#### 1. Suspend Wireless Service

Suspend your wireless communication service, if applicable, as soon as possible if the Covered Property is lost or stolen.

#### 2. Notify Police

If a claim involves a violation of law, notify the police and obtain a police report or case number, the police station phone number, and the officer's name and badge number taking the report. If requested, provide a copy of the police report to our Administrator within thirty (30) days of request.

#### 3. Notify Administrator, Give Description

Notify the Administrator within the Notification of Loss Period as shown in the Schedule. Give complete description of:

- a. The Covered Property, including make and model, wireless number, if applicable, and unique identification number (such as IMEI, ESN, UDID, serial number or similar unique identification number); and
- b. How, when and where the loss or damage occurred.

#### 4. Protect

Take all reasonable steps to protect the Covered Property from further damage.

#### 5. Disable Locking Software & Remove SIM Card

If the Covered Property is still in your possession, remove any and all device passwords or locking software (such as Find My Mobile). Also, remove your SIM-card and delete your personal data on the Covered Property before sending it to us.

#### 6. Permit Inspection

Permit us or our Administrator to inspect the damaged property. If we request to evaluate your equipment failure prior to completion of your claim, we may require you to take the Covered Property to a specified location in your area, or send it to the Administrator or Authorized Service Center at our expense.

#### 7. Statement Under Oath

If requested by us or our Administrator, submit to questioning or examination under oath about a claim or other matter relating to this Certificate. We may require you to submit a signed and sworn proof of loss affidavit.

#### 8. Proof of Loss and Ownership

If required, provide:

- a. Proof of ownership, such as a bill of sale, receipt, proof of purchase or warranty exchange.
- b. A signed, sworn proof of loss or damage containing the information we or our Administrator request to settle the claim. We may require this statement to be notarized, for which you may incur a nominal fee.
- c. A copy of government-issued photo identification.
- d. Other records and documents that may be reasonably requested.

These records must be provided within thirty (30) days after our request for the documentation.

#### 9. Return of Damaged and/or Malfunctioning Covered Property

You are required to return the damaged Covered Property including, if coverage is provided under this Certificate,

## Samsung Care+ with Theft and Loss

Covered Property that suffered mechanical and electrical breakdown, to our Authorized Service Center or other designated location. If the replacement equipment is sent to you, you will be provided a prepaid shipping label and envelope in which to return the damaged Covered Property.

Disposal of the damaged Covered Property other than by returning it to our Authorized Service Center, or other location designated by us, requires the prior written consent of us or our Administrator.

If the damaged Covered Property is not returned as directed within fifteen (15) days of the receipt of the replacement equipment, a Non-Return Fee as applicable to the model of Covered Property, not to exceed the Non-Return Fee as shown in the Schedule, may be charged to you.

Any recovery of lost or stolen property will accrue entirely to our benefit. If we replace the Covered Property, the originals become our property.

### 10. Take Delivery

We may make available to you the approved replacement equipment for pick up at your Service Provider or Retailer. We may also ship the approved replacement equipment directly to you within the United States for which you must be available to take delivery of the replacement equipment within thirty (30) days of claim authorization. If you are not available at the time you agree to take delivery, you may be required to pay the costs of reshipping your replacement equipment.

## F. OUR DUTIES IN EVENT OF LOSS

### 1. When We Repair or Replace

If a claim is made, we or our Administrator will notify you of our Administrator's assessment of the claim after we or our Administrator receive all the information requested from you.

Repair or replacement of Covered Property on approved claims will be done after you, or your designee, have complied with all the terms of this Certificate.

In the event of a claim, the Covered Property will not be upgraded.

### 2. Our Options

At our sole option, we, our Administrator or our Authorized Service Center may repair or replace the Covered Property with substitute parts or provide substitute equipment that:

- a. Is of like kind, quality and functionality; and
- b. Is either new, refurbished or remanufactured, and may contain original or non-original manufacturer parts; and
- c. May be a different brand, model or color.

## G. ADDITIONAL CONDITIONS

### 1. Arbitration Agreement

Any disputes or controversies that arise out of or relate in any way to this Certificate, including any claims against third parties (including insurers), are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making, administration, or validity of this Certificate, disputes regarding any recovery of any claim, benefit or refund under this Certificate, and disputes arising out of or relating in any way to the sale or marketing of this Certificate. In the first instance, the parties to a dispute agree to attempt to resolve any dispute through informal negotiation. The disputing parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to resolve any dispute by mediation conducted by the American Arbitration Association ("AAA"), with all mediator fees and expenses paid by us. If the parties are unable to resolve any dispute through mediation, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the AAA in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in your county of residence unless another location is mutually agreed upon by the parties. The laws of the state included in your mailing address in the Schedule (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Certificate and all transactions

## Samsung Care+ with Theft and Loss

contemplated by this Certificate, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Certificate. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at [www.adr.org](http://www.adr.org) or at any AAA office.

- a. The cost of the binding arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
- b. It is understood and agreed that the arbitration shall be final and binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES UNDER OR RELATING TO THIS CERTIFICATE, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING FROM OR IN RELATION TO THIS CERTIFICATE, AND THAT AN ARBITRATOR WILL RESOLVE ANY AND ALL SUCH DISPUTES. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief.
- c. CLASS ACTION WAIVER: You agree not to participate as a representative or member of any class of claimants in any proceeding arising out of or relating to this Certificate in a judicial forum or in an arbitral forum (including any class action, representative action, consolidated action or private attorney general action). The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims.
- d. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Certificate or any prior Certificate, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

### 2. Claim Authorization and Loss Payment

We, or our Administrator, have the right to settle the loss with you or your designee. No claims will be accepted unless authorized by us or our Administrator.

All repairs and replacements must be made by our Authorized Service Center, unless we, or our Administrator, give you other specific directions in writing. In no event will you be entitled to reimbursement for any out-of-pocket expenses.

### 3. Cancellation and Nonrenewal

#### a. How You Cancel a Certificate

You may cancel the coverage provided under this Certificate by notifying us or our Administrator prior to the date upon which cancellation is to be effective.

#### b. How We Cancel a Certificate

If we cancel this Certificate, we will mail or deliver written notice to you at least thirty (30) days before the effective date of cancellation unless we cancel for the following reasons:

- (1) We may cancel this Certificate upon fifteen (15) days notice for discovery of fraud or material misrepresentation in obtaining coverage or in the presentation of a claim thereunder.
- (2) We may cancel this Certificate immediately:
  - i. For nonpayment of premium;
  - ii. If you exhaust the Aggregate Limit, if any, under the terms of this Certificate and we send notice of cancellation to you within thirty (30) days after exhaustion of the limit. However, if notice is not timely sent, enrollment shall continue, notwithstanding the Aggregate Limit until we send notice of cancellation to you; or
  - iii. If you cease to have an active service with your Service Provider.

#### c. How Notice of Cancellation is Provided

## Samsung Care+ with Theft and Loss

Notices made pursuant to Section G.3.b. will be in writing and will include the reason for cancellation and the effective date of cancellation. Coverage will end on the effective date of the cancellation identified on the notice.

Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

- d. Notice need not be given if substantially similar replacement coverage takes effect without interruption and is provided by us. Coverage will continue to be in force for the period for which premium has already been paid to us.

- e. **Return Premiums, If Any**

If this Certificate is canceled, any refunds due will be on a pro rata basis. The cancellation will be effective even if the refund has not been made or offered.

- f. **How We Nonrenew a Certificate**

We may nonrenew a Certificate by mailing or delivering written notice of nonrenewal to you at least thirty (30) days before the effective date of nonrenewal. Notice may be mailed or delivered to your last mailing address or electronic address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is sent by electronic means, proof that the notice was sent shall be maintained by us.

- g. **If Master Policy is Cancelled or Nonrenewed by the Master Policyholder**

If the Master Policy is cancelled or nonrenewed by the Master Policyholder, the Master Policyholder will notify you of such cancellation or nonrenewal.

#### 4. Eligibility

- a. To be eligible for coverage, you must:

- (1) Be a valid, active and current subscriber of your Service Provider;

- (2) Not have engaged in fraud or abuse with respect to this or a similar electronics equipment insurance program; and

- (3) Not be in breach of any material term of this Certificate, including but not limited to failure to return damaged Covered Property when requested in conjunction with a loss.

- b. If you request enrollment of coverage and your request is approved by us, your coverage is retroactive to the date of your request for enrollment. The successful completion of validation testing on the Covered Property may be required prior to our approval.

Eligibility for enrollment after initial activation may be subject to limitations.

#### 5. Changes

The Master Policyholder, on its own behalf and on your behalf, is authorized to make changes to the terms of this Certificate with our written consent. This Certificate's terms can be amended or waived only by endorsement issued by us and made a part of this Certificate.

We, the Master Policyholder, the Service Provider or the Administrator will provide notice of such changes if notice is required. Notice will be provided electronically or, to the extent required, will be mailed and proof of mailing will be sufficient proof of notice.

#### 6. Concealment, Misrepresentation or Fraud

This Certificate is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by either you or your designee at any time, concerning:

- a. This Certificate;

- b. The Covered Property;

- c. Your interest in the Covered Property; or

## Samsung Care+ with Theft and Loss

d. A claim under this Certificate.

### 7. Conformity To Statute

We, and you, agree that any terms of this Certificate not in conformity with the statutes of the state in which this Certificate is issued are amended to conform to those applicable state statutes.

### 8. Benefit Only Available To You

No person or organization, other than you, will benefit from this Certificate. We may provide you access to other limited benefits or services related to your Covered Property where available. These may include: property location or recovery services; data management or recovery services; equipment service and maintenance; reduced cost upgrade or purchase benefits or other services provided through your Service Provider, Retailers, our Authorized Service Center or other authorized facilities.

### 9. Legal Action Against Us

No one may bring a legal action against us unless:

- a. There has been full compliance with all the terms of this Certificate;
- b. Sixty (60) days has elapsed since you provided the proof of loss to us or the Administrator;
- c. The action is brought within 2 years after you have knowledge of the loss or damage; and
- d. The action is brought in compliance with Section G.1.

### 10. Liberalization

If we adopt any revision which would broaden the coverage under this Certificate without additional premium within sixty (60) days prior to or during the Certificate Period, the broadened coverage will immediately apply to this Certificate.

### 11. Premiums

- a. You are responsible for the payment of applicable premiums to the Master Policyholder.
- b. We will provide the Master Policyholder with at least sixty (60) days prior written notice of an increase or decrease to the premium for insurance provided under this Certificate. Any increase or decrease in premium shall apply to you after the effective date indicated in such written notice.

### 12. Transfer of Rights and Duties Under This Certificate (Assignment)

No rights and duties under this Certificate may be transferred without our written consent.

### 13. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If, after we have serviced or paid for the covered loss or damage, you have rights to recover damages from another party or person, then those rights are transferred to us up to the amount of our cost of repair or replacement. You must protect these rights and, at our request, help us to enforce them.

### 14. Recovered Property

If you recover any Covered Property after loss settlement, you must give us prompt notice. At your option, you may either send us the Covered Property, or keep the Covered Property and return the loss settlement. We will pay expenses to repair the recovered Covered Property, if necessary, subject to the Aggregate Limit.

In witness whereof, the Insurer has caused this Certificate to be signed by its President and its Secretary.

PRESIDENT



SECRETARY



## Samsung Care+ with Theft and Loss

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., 21<sup>st</sup> Floor, Cleveland, OH 44114, 866-927-3097. In Florida, the company obligated under this Plan is Technology Insurance Company, Inc., 800 Superior Ave. E., 21<sup>st</sup> 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 17<sup>th</sup> 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

## Samsung Care+ with Theft and Loss

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/us) 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/us) 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

## Samsung Care+ with Theft and Loss

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

## Samsung Care+ with Theft and Loss

operational and free of physical and mechanical defects:

You will receive an invitation to download the Samsung Care+ Diagnostics (Care+ Diagnostics) ("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](mailto:samsungmxcare@servify.tech) or login into your Samsung.com account on [www.samsung.com](http://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-

## Samsung Care+ with Theft and Loss

505-4048 or 59 Maiden Lane, 43<sup>rd</sup> 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.

SFY-NC-SCPLUS-ULTD rev. 0623

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 17<sup>th</sup> 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](http://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

## Samsung Care+ with Theft and Loss

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](mailto:samsungmxcare@servify.tech) or login into your Samsung.com account on [www.samsung.com](http://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

## Samsung Care+ with Theft and Loss

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

## Samsung Care+ with Theft and Loss

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 17<sup>th</sup> Ave. NW, Seattle, WA 98107