

Summary of Key Terms and Conditions

Devices	Tier 1	Tier 2	Tier 3	Tier 4
Phones	\$8	\$10	\$15	\$18
Tablets				
Watches				

Covered incidents	<p>Insurance:</p> <ul style="list-style-type: none"> • Lost, stolen, and unrecoverable (excluding ADH). <p>Service Contract:</p> <ul style="list-style-type: none"> • Accidental Damage from Handling (ADH) - protection begins on the date of enrollment. • Mechanical breakdown due to defects in materials or workmanship or normal wear and tear (malfunction) - protection begins after the manufacturer's warranty expires. • 24/7 Expert support - Protection begins on the date of enrollment.
Term	You will be billed monthly for 36 months unless the program is canceled or fulfilled pursuant to the Terms and Conditions.
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"> • Maximum of three (3) claims within any 12 consecutive month period. • Maximum value of \$2,500 per claim

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Service contract claim limits	<ul style="list-style-type: none"> • Unlimited ADH claims. • \$0 Unlimited mechanical breakdown claims up to the MSRP value of the device per 12-month period. • Maximum value of \$2,500 per claim.
Service Options	<ul style="list-style-type: none"> • As soon as same-day replacement for lost or stolen devices based on location and subject to stock availability. • As soon as walk-in repair based on location and subject to parts, technician, and location availability • Advance Exchange - Next-day device replacement.
	<ul style="list-style-type: none"> • Mail-in repair.
Replacement product	<ul style="list-style-type: none"> • Claims may be fulfilled with new or refurbished product. • If the same make and model is not available, a comparable model will be substituted. Color, features, and accessory compatibility are not guaranteed. • Accessories, including SIM cards, are not included with replacement products.

Arbitration

Most 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

Important Information

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.

Samsung Care+ with Theft and Loss is a combination of insurance and service contract. The insurance is

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underwritten by Wesco Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038 (“Wesco”) and administered by Servify (US) Inc., 5608 17th AVE NW, Seattle, WA 98107 (“Servify”), a licensed agent of Wesco.

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. (License # 03605). This service contract is administered by Servify.

Coverage terms may vary by state and eligibility may vary by device. All applicable taxes and surcharges extra.

The monthly charge for Samsung Care+ with Theft and Loss includes the cost of insurance provided in the program. By purchasing Samsung Care+ with Theft and Loss, you agree to purchase and are aware that this combined coverage may not be separated without canceling in its entirety. If cancellation is processed within the initial 60 days of device purchase, you may be able to purchase other plans. 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.

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

Service Type	All Tiers

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Mechanical Breakdown	\$0
Cracked Screen Repair	\$29
Repair or Replacement (Watches & Buds)	\$29
ADH repair or replacement	\$99

Device Tiers	Smartphones	Tablets	Watches
Tier 1	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

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Tier 2	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
Tier 3	Galaxy S2x+ (256GB) Galaxy S2x Ultra Galaxy Note 10+ Note 20 Ultra series Galaxy Z Flip series	Galaxy Tab S Galaxy Tab S7+ (512GB) Galaxy Tab S8+ (512GB) Tab S Ultra series	N/A

Tier 4 Galaxy Z Fold series N/A N/A

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.

Additional Information

Filing a Claim

If your covered product is lost, stolen, damaged, or experiences a malfunction, you may file a claim online at <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 canceled 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 <https://samsung.servify.tech/us> or call (833) 690-0918.

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 Wesco 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.

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. As-soon-as-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.

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 samsunghelp@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 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/samsung/samsung-b2c> or contact Servify at (833) 690-0918. For

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questions, or to obtain a full-size copy of the insurance Coverage Certificate, please contact Servify at (833) 690-0918.

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/samsung/samsung-b2c> or call (833) 690-0918.

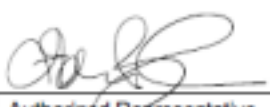
Customer Support

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. 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.

**Mobile Device Protection Insurance Policy
Coverage Certificate Declarations**



Certificate Number	Described in the Plan Activation / Plan Confirmation Document(s) as the Plan ID
Enrolment Date	As described in the Plan Activation / Plan Confirmation Document(s)
Expiration Date	As described in the Plan Activation / Plan Confirmation Document(s)
Insurance Provider	<p>Wesco Insurance Company 59 Maiden Lane, 43rd Floor New York, NY 10038 877-882-1322</p> <p>This Certificate is attached to and made a part of Master Policy # WIC-SAMS-MPED-013123</p>
Certificate Holder Address Cell Phone Number E-mail Address	As described in the Plan Activation / Plan Confirmation Document(s)
Named Insured / Authorized Equipment Vendor	<p>Samsung Electronics of America, Inc. 6625 Excellence Way Plano, TX 75023 1-833-690-0918</p>
Date of Product Purchase Description of the Covered Property MSRP Value of the Covered Property	As described in the Plan Activation / Plan Confirmation Document(s)
Covered Causes of Loss	<p>Theft, meaning the unlawful taking or removing of Your Covered Property without Your consent</p> <p>Unintended Loss, meaning the unforeseen disappearance or physical loss of the Covered Property during the period of coverage caused by You or any person authorized by You to use the Covered Property.</p>
Description of Covered Accessories	As described in the Plan Activation / Plan Confirmation Document(s)
Limit of Liability	As described in the Program Summary
Premium, Deductible and Device Category	As described in the Plan Activation / Plan Confirmation Document(s)
Authorized Representative / Program Administrator	<p>Servify US, Inc. 5608 17th Ave. NW Seattle, WA 98107 1-833-690-0918</p> <p>https://samsung.servify.tech/us</p> <p>A COMPLETE COPY OF THE MASTER POLICY IS AVAILABLE AT THE ABOVE WEBSITE OR MAY BE OBTAINED BY CALLING THIS TOLL-FREE NUMBER: 1-833-690-0918</p>
For Service and Claims	1-833-690-0918
 Authorized Representative	



Wesco Insurance Company
An AmTrust Financial Company

59 Maiden Lane, 43rd Floor, New York, NY
10038

Mobile Device Protection Insurance Policy Coverage Certificate

In this **Certificate**, the words “**We**”, “**Us**” and “**Our**” refer to Wesco Insurance Company, the company providing this insurance. The words “**You**”, “**Your**” and **Certificate Holder** refer to customers of the **Authorized Equipment Vendor** who have been enrolled and accepted for coverage under this **Certificate**, and for whom the **Program Administrator** or **We** have on file a complete description of the **Covered Property**.

I. COVERAGE

Subject to all of the terms and conditions of this **Certificate** and the payment of premium(s) shown in the Certificate Declarations, **We** agree to provide the insurance stated in this **Certificate**, as long as any covered **Claim** occurs while **Your** coverage is in effect.

A. WHAT WE INSURE

We agree to replace **Covered Property** that has incurred physical loss resulting from those **Covered Causes of Loss** listed in the Certificate Declarations, so long as **You** remain eligible for coverage.

B. PROPERTY NOT COVERED

The following are not eligible for coverage:

1. Any property or equipment that is not **Covered Property**.
2. Contraband or property in the course of illegal transportation or trade.
3. Any antenna or wiring attached to, protruding from, or on the exterior of any vehicle or watercraft.
4. Personalized data such as computer files, contact lists, photos, video, and music downloads.
5. Customized **Software**, such as personal information managers (PIM's), ring tones, games, or screen savers.
6. Accessories or color face plates unless identified as **Covered Accessories** in the Certificate Declarations.
- Preventive maintenance or preferential adjustments.

C. PAYMENT OF PREMIUMS

Monthly premiums will be charged to **You** for transmittal to **Us** based upon the device category of **Your Covered Property** as set forth in the **Certificate Declarations**.

D. WHEN COVERAGE IS EFFECTIVE

All coverage is effective at 12:01 A.M. on the effective date and location listed in the Certificate Declarations.

1. If **You** submit **Your** request for enrollment for insurance coverage within the first thirty (30) days after initial product purchase, upon **Our** approval of **Your** enrollment, coverage is retroactive to the date of the submission of **Your** request for enrollment. The **Program Administrator** or **We** will notify **You** within 30 days if **Your** request is not approved.

E. WHERE COVERAGE IS EFFECTIVE

Unless otherwise amended by endorsement, coverage under this **Certificate** applies to **Claims** to **Covered Property** that occur anywhere in the world, provided **Your Covered Property** was purchased in 1.) United States of America, including the District of Columbia, and territories and possessions; 2.) Puerto Rico; and 3.) Canada. For losses that occur while abroad, **We** will require a sworn statement of loss.

If Your **Claim** is approved, We will provide You with a replacement device, not to exceed the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**. Replacement equipment may, at **Our** option, be new, re-manufactured or rebuilt equipment of equal or similar features and functionality. **Claims** will be processed in the United States and all valuation assessments of **Your Covered Property** will be in U.S. currency.

II. DEFINITIONS

Authorized Equipment Vendor means the individual or party who sold the **Covered Property** to **You** and has been issued a master Mobile Device Protection Insurance Policy by **Us**.

Certificate Holder means the individual insured under this **Certificate**, as shown in the Certificate Declarations.

Claim means **Your** request for any of the benefits under this **Certificate**.

Computer Virus means any unauthorized intrusive codes or programming that is entered by any means into data processing equipment, media, **Software**, programs, systems or records and interrupts the operations of **Covered Property**.

Cosmetic Damage means damages or changes to the physical appearance of the **Covered Property** that do not impede or hinder the normal operational function, such as scratches, abrasions, or changes in color, texture or finish.

Coverage Certificate or **Certificate** means this Mobile Device Insurance Protection Certificate.

Covered Accessories mean the stock accessories that were provided to **You** with the purchase of **Your Covered Property** and listed in the Certificate Declarations, and are lost or stolen in connection with the occurrence of a covered **Claim**. **Covered Accessories** do not include memory cards or any other accessories not specifically listed as covered.

Covered Property means the mobile electronic device on record with **Us**, and any **Covered Accessories** shown in the **Certificate** Declarations, but only if such **Covered Accessories** are lost or damaged with the **Covered Property**.

Intentional Damage means any damage to the **Covered Property** arising out of any act or willful neglect by **You** to commit or conspire to commit with the intent to cause a **Claim**. **Intentional Damage** includes damage from the **Covered Property** resulting from **Your** imposition of any abnormal conditions to **Your Covered Property**.

MSRP means the manufacturer's suggested retail price of the **Covered Property** as of its date of purchase.

Non-Covered Accessories as used in this **Certificate** means all accessories not included in the definition of Covered Accessories.

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 waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Program Administrator refers to the party listed as "**Program Administrator**" in the Certificate

Declarations. **Wireless Service Provider** means the company that provides **Your** cell phone service.

Software refers to the operating system pre-loaded at the time of purchase on the **Covered Property**.

Wear and Tear means the gradual reduction in value to the **Covered Property** stemming from routine use and exposure.

III. LIMITS OF LIABILITY

A. PER CLAIM LIMIT

The per **Claim** limit shown in the Certificate Declarations applies to each covered **Claim** for repair or replacement due to loss or damage to the **Covered Property**. For any one **Claim**, the maximum **We** will pay for replacement equipment or for repair costs shall not exceed the lesser of \$1,500.00 or the MSRP value of the **Covered Property**, as of the date **We** receive **Your** request for **Claim**, less the applicable deductible.

B. AGGREGATE LIMITS

The maximum number of **Claims** listed in the **Certificate** Declarations is the aggregate limit allowed per **Covered Property** in any twelve (12) month period, subject to the terms and conditions of this **Certificate**. The twelve month period is calculated based on the date of replacement for each covered **Claim**.

IV. CONDITIONS IN THE EVENT OF A CLAIM

A. In the event of a covered **Claim**, **We** will arrange for a replacement of the Covered Property to be provided to **You**.

We, at **Our** sole discretion, will decide whether to settle a **Claim** by providing a replacement device to You directly or by paying the **Program Administrator**, for supplying equipment or services (or both) to **You**. Replacement equipment may, at **Our** option, be new or re-manufactured equipment.

- B. In the event the original make and model of Your **Covered Property** is no longer supported by Your **Wireless Service Provider**, or, the model is no longer offered by the **Authorized Equipment Vendor** at the time of approval of Your **Claim**, We, at **Our** sole discretion, will provide a comparable device of equal or similar features and functionality or a gift card to be used toward the purchase a replacement device from the **Authorized Equipment Vendor**, not to exceed the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**. In the event You are unable to access the services of the **Authorized Equipment Vendor**, We reserve the right to settle **Your** claim by issuing a check for the **MSRP** value of **Your Covered Property** as of the date **Your Claim** was filed with **Us**.
- C. Replacement equipment will be approved equipment for use on the network of the **Wireless Service Provider** at the time of **Claim**.
- D. Equipment failure evaluation performed by the **Authorized Equipment Vendor** and/or the **Program Administrator** and/or the manufacturer may be required prior to approval of **Your** request for replacement of the **Covered Property**.

V. DUTIES IN THE EVENT OF A CLAIM

- A. As applicable to **Your Covered Property**, in the event that **Your Covered Property** is lost or stolen, **You** must notify **Your Wireless Service Provider** as soon as possible to suspend service.
- B. If a **Claim** involves a violation of law or any **Loss** of possession, **You** agree to promptly notify the law enforcement agency with jurisdiction and obtain confirmation of this notification.
- C. **You** must report the **Claim** promptly to the **Program Administrator** and provide the **Program Administrator** with all of the necessary information required to approve **Your Claim** not later than sixty (60) days from the date of the loss of use of **Your Covered Property**. If **You** do not report the **Claim** or fail to provide the necessary **Claim** information within sixty (60) days, and **Our** ability to provide insurance stated in this **Certificate** is adversely affected, **You** will have forfeited any right of recovery for **Your** claim. **You** must submit all **Claims** through the **Program Administrator** for **Our** approval prior to the delivery of replacement equipment. Any **Claims** that are not submitted through the **Program Administrator** for **Our** approval may not be honored and fulfilled.
- D. **You** will do what is reasonably necessary to minimize the damage and to protect the **Covered Property** from any further damage.
- E. For **Claims** resulting from attempted theft, vandalism or loss of equipment, **You** must provide **Us** with a detailed proof of **Claim** statement, a police report case number, and/or a copy of the police report within sixty (60) days of the date the **Claim** is reported and prior to **Your** receipt of replacement equipment.
- F. In the event of a covered **Claim**, **You** must permit **Us** to inspect the property and records involving the **Claim**. **You** must cooperate in the investigation of such **Claim**. If requested, **You** must permit **Us** to question **You** under oath, at such times as may be reasonably required, about any matter relating to this insurance or **Your** claim, including **Your** books and records. **Your** answers must be signed and may be recorded.
- G. In the event of a covered **Claim**, **You** may be required to provide a copy of the original bill of sale. H. In the event of a covered **Claim**, **You** must satisfy the nonrefundable deductible applicable to the **Claim**.

VI. EXCLUSIONS

We will not pay a Claim caused directly or indirectly or resulting from events, conditions or causes identified in this section. Such Claims are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Claim.

- A. Damages resulting from any delay, loss of market, loss of use or any other consequential loss, interruption of business, or inconvenience; or from an increase of loss caused by or resulting from the delay in replacing **Covered Property** due to interference at the location of replacement by strikers, other persons or any other cause.
- B. Due to the intentional parting of **Covered Property** by **You** or anyone entrusted with the property. Damage due to intentional, dishonest, fraudulent or criminal acts by **You** or **Your** family members, any of **Your** authorized representatives, anyone **You** entrust with the property, and any of their family members, or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
- C. Damage caused by or resulting from change or enhancement in color, texture, or finish; or caused by or resulting from expansion, contraction, or any **Cosmetic Damage** of **Covered Property**, however caused. Such excluded causes include, but are not limited to, scratches, marring, and cracked displays that occur to **Covered Property** that do not affect the mechanical or electrical function of the **Covered Property**.
- D. Damage caused by or resulting from faulty repair, adjusting, installation, servicing or maintenance, unless fire or explosion ensues and then only for damages by ensuing fire or explosion.
- E. Damage caused by or resulting from unauthorized repair or replacement.
- F. Damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of

Pollutants.

- G. Damage caused by or resulting from use of the **Covered Property** in a manner for which it was not designed or intended by the manufacturer.
- H. Damage caused by or resulting from failure to follow the manufacturer's installation, operation or maintenance instructions.
- I. Damage caused by or resulting from error or omission in design, programming, system configuration, faulty construction, or any original defect in any **Covered Property**, or manufacturer's recall.
- J. Any physical or liquid damage or mechanical or electrical failure that is covered under a manufacturer's warranty, service contract or extended warranty.
- K. Loss of, or damage to, batteries (unless otherwise covered as a **Covered Accessory** when part of a **Claim** for other **Covered Property**) is not covered. Loss of, or damage to, antennas, external housings, or casings that does not affect the mechanical or electrical function of the **Covered Property** is not covered.
- L. Damage caused by or resulting from normal **Wear and Tear**, gradual deterioration, inherent vice or latent defect.
- M. Any and all damage caused by or resulting from a **Computer Virus**, whether intentional or unintentional.
- N. Any damage caused by or through or in consequence, directly or indirectly, of Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause. Damage caused by or resulting from war, including undeclared or civil war; warlike action by a military force, including action hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, revolution, usurped power of action taken by government authority in hindering or defending against any of these. Damage caused by or resulting from Governmental Action, meaning seizure or destruction of property by order of governmental authority including economic and trade sanction as provided under applicable law and U.S. Treasury Department guidelines.

VII. ELIGIBILITY AND CANCELLATION

A. Cancellation or Non-renewal Provisions:

- 1. **You** may cancel coverage under this **Certificate** by mailing or delivering to the **Program Administrator** or **Us** advance written notice stating when such cancellation is effective.
- 2. **We** may cancel or non-renew this **Certificate** by mailing or delivering to **You** written notice of cancellation at least:
 - a. Ten (10) days before the effective date if **We** cancel for nonpayment of premium; or
 - b. Sixty (60) days before the effective date of cancellation or non-renewal if **We** cancel or non-renew for any other reason; except where longer notice is required by applicable law, in which case the appropriate timely notice will be given.
- 3. Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You**.
- 4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this **Certificate** will end on that date.
- 5. If coverage under this **Certificate** is cancelled, **You** will be refunded any unearned premium due. All refunds will be calculated on a pro-rata basis.
- 6. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.

B. To remain eligible for coverage:

- 1. **You** must not have engaged in fraud or abuse with respect to this or a similar mobile equipment insurance program.
 - 2. **You** must not have exhausted the benefits available under this **Certificate** by exceeding the aggregate limit defined under **LIMITS OF LIABILITY**.
 - 3. **You** must not be in breach of any material term of this **Certificate**, including, but not limited to: Failure to satisfy the required deductible on a covered **Claim**.
 - 4. **You** are responsible for the payment of all premiums, per the terms of this **Certificate**.
- C. Continued eligibility for coverage ceases when the maximum number of **Claims** shown in the Certificate Declarations is reached during any one twelve (12) month period beginning with the date of replacement for the first replacement device. **We** will forward a notice of ineligibility to **You**, by mail, email or fax when the maximum number of **Claims** is reached.
- D. If **You** have selected an annual or multi-year payment plan for **Your Certificate**, coverage is provided until the end of the **Certificate** expiration date or cancellation or non-renewal of coverage in accordance with any of the termination provisions outlined in this section.

VIII. GENERAL CONDITIONS

- A. All **Claims** under this **Certificate** will be settled within five (5) days after presentation and acceptance of satisfactory proof of interest and loss to the **Program Administrator** and satisfaction by **You** of **Your** duties in the event of a **Claim**. **We** will ship approved replacement equipment directly to **You** within the United States or direct **You** to the nearest **Authorized Equipment Vendor** location to pick up **Your** replacement device.

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- B. If **We** and **You** disagree on the value of the **Covered Property** or the amount or satisfaction of a **Claim**, either may elect arbitration pursuant to the arbitration clause contained in this **Certificate**.
- C. Any recovery or salvage on **Covered Property** following a **Claim** will accrue entirely to **Our** benefit until the expense incurred by **Us** has been made up. Upon **Our** request, **You** will return to **Us** any equipment subsequently recovered after a **Claim** has been approved by **Us**. Any **Covered Property** that we replace is the property of Wesco Insurance Company and may be disabled, destroyed or reused for parts or components.
- D. No person or organization, other than **You**, having custody of the **Covered Property**, will benefit from this insurance.
- E. If any **Certificate Holder** to or for whom **We** honor a **Claim** under this **Certificate** has rights to recover damages from another, those rights are transferred to **Us**. That **Certificate Holder** must do everything necessary to secure **Our** rights and must do nothing after a **Claim** to impair them; but **You** may waive **Your** rights against another party in writing:
1. Prior to a covered loss.
 2. After a covered loss, only if, at time of loss, that party is one of the following:
 - a. someone covered under this **Certificate**;
 - b. a business firm;
 - i. owned or controlled by the **Certificate Holder**; or
 - ii. that owns or controls the **Certificate Holder**; or
 - iii. the **Certificate Holder's** tenant.
- This will not restrict the **Certificate Holder's** coverage.
- F. Concealment, Misrepresentation or Fraud
This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
1. This coverage;
 2. The **Covered Property**;
 3. **Your** interest in the **Covered Property**; or
 4. A **Claim** under this **Certificate**.

G. Arbitration

The coverage provided to **You** by this **Certificate** is in connection with and related to services provided to **You** by **Your Wireless Services Provider**. If, in order to facilitate prompt resolution of any disputes which may arise **We** and **You** mutually agree on arbitration, any and all **claims**, disputes or controversies of any nature whatsoever, regardless of when the circumstances surrounding the dispute or controversy occurred, and regardless of whether in contract, tort, or otherwise (including statutory, common law, fraud, fraudulent inducement, other intentional tort, property and equitable claims) arising out of, relating to, or in connection or conjunction with: (1) the **Certificate**, or the Policy under which it is issued; (2) any activities, transactions, services or interactions of any kind involving **You** and **Us**, or between **You** and any of **Our** employees, agents, representatives or associated businesses in any way involving any activities, transactions, services or interactions involving or related in any way to the **Certificate**; or (3) the validity, scope or enforceability of this arbitration provision or the **Certificate** (the "Claim") may be resolved, on an individual basis, by neutral and binding arbitration.

All arbitration shall be administered by the American Arbitration Association (the "AAA") in accordance with its Wireless Industry Rules and Procedures (the "Arbitration Rules") in effect at the time the **Claim** is filed. The Arbitration Rules, as well as forms and information on arbitration in general may be obtained by calling **Our** Authorized Representative, or by visiting AAA's Web site at www.adr.org. Any arbitration which **You** attend will take place at a location within the federal judicial district that includes **Your** billing address at the time the **Claim** is filed. The Arbitration Rules provide that for claims under \$10,000, **We** will advance the administrative fee payable to AAA and **Your** portion of the arbitrator's fees may be waived in the case of economic hardship. The arbitrator shall apply relevant, substantive law and applicable statutes of limitation and shall provide written reasoned findings of fact and conclusions of law. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1, et. seq. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the arbitration provision.

The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction over this matter.

- H. No one may bring legal action, including arbitration, against **Us** under this **Certificate** unless:
1. there has been full compliance with all terms of this **Certificate**; and

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2. the action is brought within two (2) years or any longer period as stated in the policy or any endorsement thereto after **You** first have knowledge of a loss or other events that are the basis of the action.

I. **You** may transfer this **Certificate** to a new owner of the **Covered Property** by contacting the **Program Administrator** at 1-833-690-0918 or <https://samsung.servify.tech/us>.

J. If **You** have damage to **Covered Property** that is part of a pair or set, **We** will only cover for a reasonable and fair proportion of the total value of the pair or set. **We** will not cover based on damage to the entire pair or set.

K. **We** may make available to **You** 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 the **Authorized Equipment Vendor** or **Your Wireless Service Provider** or other authorized service facilities.

L. **We** agree that any terms of this **Certificate** not in conformity with applicable law are conformed to comply with such law. If any portion of this **Certificate** is deemed invalid or unenforceable, it shall not invalidate the remaining portion of this **Certificate**.

M. This **Certificate** contains all the agreements between **You** and **Us** concerning the insurance afforded. This **Certificate's** terms can be amended or waived only by issuance of a new certificate or endorsement issued by **Us** and made a part of this **Certificate**.

N. **We** retain the right to revise this **Certificate** at any time and adjust the coverage terms including the premium and the deductible. In the event of any material change in the coverage terms, premium or the deductible, **You** will be provided sixty (60) days advance written notice of such changes. **You** may cancel coverage at any time without penalty, but if **You** continue to pay premiums after a change in premiums, coverage terms or the deductible, **You** will be bound by those changes.

IX. STATE CHANGES

Terms and conditions vary for **Certificates** issued and **Certificate Holders** residing in select jurisdictions as set forth below.

New York:

SECTION VIII. ELIGIBILITY AND CANCELLATION is replaced with the following:

VIII. ELIGIBILITY AND CANCELLATION

A. Cancellation and Non-renewal Provisions:

1. **You** may cancel coverage under this **Certificate** by mailing or delivering to the **Program administrator** or **Us** advance written notice stating when such cancellation is effective.
2. If the group policy is cancelled by **Your Authorized Equipment Vendor** written notice shall be mailed or delivered to **You** at **Your** last known mailing address at least thirty (30) days prior to the effective date of the cancellation advising of the reason and effective date of cancellation.
3. **We** may cancel this **Certificate** with fifteen (15) days written notice of cancellation or non-renewal for the following reasons:
 - a. Non-payment of premium; however if this **Certificate** is cancelled for this reason, the notice will state the amount of premium due;
 - b. Discovery of fraud or material misrepresentation in obtaining this **Certificate** or in the presentation of a claim under this **Certificate**.
4. We may cancel this **Certificate** with sixty (60) days written notice of cancellation or non-renewal for any other valid underwriting reason.
5. This **Certificate** will automatically cancel for the following reasons:
 - a. **You** cease to have active telecommunication service with the **Wireless Service Provider**; or
 - b. **You** exhaust the aggregate **LIMITS OF LIABILITY**.
 - (1) Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You** within fifteen (15) business days after exhaustion of the limit. If notice is not timely sent, coverage shall continue until **We** send notice of termination to **You**.
 - (2) **You** may request reinstatement of coverage not more than twelve months following the date of

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exhaustion of the coverage limit in accordance with the terms of this **Certificate** and subject to applicable enrollment criteria.

6. Notice will be mailed or delivered to **You** at the last address known to **Us** or as otherwise authorized by **You**.
 7. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and all insurance under this **Certificate** will end on that date.
 8. If coverage under this **Certificate** is cancelled, **You** will be refunded any unearned premium due in accordance with applicable law.
 9. If cancellation or non-renewal notice is mailed, proof of mailing will be sufficient proof of notice.
- B. To remain eligible for coverage:
1. **You** must have activated communications service directly with **Your Wireless Service Provider** and be a valid, active and current subscriber of **Your Wireless Service Provider** to be covered under the Policy. **Covered Equipment** must be actively registered on the **Wireless Service Provider's** network on the date of loss and have logged airtime prior to the date of loss.
 2. The **Covered Equipment** must be designated by **Us** and eligible for coverage under this **Certificate**. Eligibility may be limited to new equipment that has not been previously activated for service.
 3. **You** must not have engaged in fraud or abuse with respect to this or a similar communications equipment insurance program.
 4. **You** must not have exhausted the benefits available under the Wesco Insurance Company **Coverage Certificate** by exceeding the aggregate limit defined under **LIMITS OF LIABILITY**.
 5. **You** must not be in breach of any material term of this **Certificate**, including, but not limited to: Failure to return damaged **Covered Equipment** when requested in conjunction with a covered **Claim**; or, failure to satisfy the required deductible on a covered **Claim**.
 6. **You** are responsible for the payment of all premiums, per the terms of this **Certificate**.

C. Continued eligibility for this insurance ceases and coverage will automatically terminate when the maximum number of **Claims** shown in the **Certificate Schedule** for replacements or repairs of **Covered Equipment** is reached during any one twelve (12) month period beginning with the date of replacement for the first replacement or repair. **We** will forward a notice of ineligibility to **You**, by mail, email or fax when the maximum number of **Claims** is reached. **You** will remain ineligible for a period of twelve (12) months commencing on the date of replacement. However, **You** may request reinstatement of coverage within the twelve (12) months following a period of ineligibility. Any request for reinstatement of coverage will be subject to applicable enrollment criteria.

- D. If **You** have selected an annual or multi-year payment plan for **Your Coverage Certificate**, coverage is provided until the end of the **Certificate** expiration date or cancellation or non-renewal of coverage per any of the termination provisions outlined in this section.

SECTION IX. GENERAL CONDITIONS, Subsection F. is replaced with the following:

F. Concealment, Misrepresentation or Fraud

In any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:

1. This coverage;
2. The **Covered Equipment**;
3. **Your** interest in the **Covered Equipment**; or
4. A claim under this

Certificate; Coverage may be denied.

SECTION IX. GENERAL CONDITIONS, subsection H., is replaced with the following:

- H. No suit or action on this **Certificate** for the recovery of any **Claim** shall be sustainable in any court of law or equity unless all the requirements of this **Certificate** shall have been complied with, and unless commenced within twenty four months next after inception of the **Loss**.

NOTE:

THIS CERTIFICATE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY YOUR PERSONAL AUTO INSURANCE POLICY, HOMEOWNER'S INSURANCE POLICY, PERSONAL LIABILITY INSURANCE POLICY, OR OTHER SOURCE OF COVERAGE.

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

listed within the Plan's terms and conditions. Except for the coverage benefits outlined above, which begin on your date of enrollment, all other Plan coverage becomes effective immediately following the expiration of Samsung's warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled pursuant to the provisions below. In the event your covered product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

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

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

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

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

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

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

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

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

RETURN OF ORIGINAL DEVICE AND NON-RETURN FEE:

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

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

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

CHARGE FOR NON-COVERED CLAIMS:

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

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

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

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

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

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

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

MANUFACTURER'S RESPONSIBILITIES:

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

WHAT IS NOT COVERED:

The Plan does not cover:

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

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

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

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

RENEWAL: This Plan may be renewed at our discretion.

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

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

INSURANCE SECURING THIS PLAN:

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

Limitation of Liability: In the event of

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

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

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

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

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT:

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

1. THIS A.A.:

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

to seek relief on your behalf.

2. ARBITRATION PROCESS:

a. How to start arbitration.

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

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

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

3. FEES:

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

4. ARBITRATION DECISION:

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

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- c. We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

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

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

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

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

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

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

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

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

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

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission,

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or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. Contact us at 833-690-0918 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234. The following language is added to item 5> of the second paragraph of the What Is Not Covered section: "If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by this Plan."

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

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you

are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

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

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

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

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

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

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

Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance

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Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fifth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation."

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

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. Notice of cancellation shall be sent at least 5 days prior to cancellation and shall state the effective date of the cancellation and the reason for cancellation. If you cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: "TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY

AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS"; and (2) subsection 1. (b) is deleted in its entirety.

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

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

Administered by:

Name: Servify US, Inc.

Address: 5608 17th Ave. NW, Seattle, WA

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