

Terms & Conditions

1. SHOULD YOU NEED SERVICE

- a. PLEASE READ THIS CONTRACT CAREFULLY and then place your claim at www.nrgprotects.com, or by calling 866-940-7972. You will pay the Service Fee identified below in advance of any claim services being scheduled or provided. Certain items and events are not covered by this Contract. Please refer to the exclusions listed in the Exclusions section of this document.
- b. Have Your Account Number, make or model of the Covered Equipment, and Covered Property's complete street address available.

2. DEFINITIONS

In addition to the definitions found in the Coverage Summary, the following definitions will apply to this Contract:

- a. "ADH" means a drop, a liquid spill, or a cracked screen due to unintentional and Accidental Damage from Handling as a result of normal use.
- b. "Administrator" means Asurion Technology Services of Florida, Inc. in Florida and Asurion Services, LLC in all other jurisdictions. You can write to Asurion at P. O. Box 805227, Chicago, IL 60680 or call 1-866-940-7972.
- c. "Advanced Exchange" means we will ship You a replacement product after the claim has been filed. Upon receipt of the replacement product, the product which was approved for replacement must be returned to Us at Our expense in the return mailer that was shipped to You.
- d. "Authorized Repair Center" means a repair shop/depot we designate in response to Your request for service which is operated for the purposes of Carry-In Service.
- e. "Authorized Repair Technician" means a qualified service contractor We dispatch in response to Your request for service, an Authorized Repair Center we designate for Carry-In Service, or repair depot we designate for Repair Depot Service.
- f. "Carry-In Service" means repair or replacement of Covered Equipment performed at an Authorized Repair Center.
- g. "Contract Period" means the duration of this Contract as identified on the Coverage Letter.
- h. "Contract" means this service contract between You and Us consisting of these Terms and Conditions, and the Coverage Letter (including the Coverage Summary).
- i. "Coverage Letter" means the letter attached to these Terms and Conditions setting forth the Plan You have selected, the monthly (or yearly) charge for the Plan, the specific coverages, exclusions, and limitations for the Plan you selected, and other important details about the Plan.
- j. "Coverage Summary" means the summary of Covered Equipment, exclusions, and limitations for Your Plan which is included with the Coverage Letter.
- k. "Covered Equipment" means the Home Office Equipment, Home Entertainment, Wearable Electronics, Home Connectivity, and Smart Home Products owned by You, listed in the Coverage Summary, and typically located at the Covered Property. If you enrolled in a Plan that includes coverage for Mobile Devices, Covered Equipment also includes the Mobile Devices listed in the Coverage Summary if owned by You and typically located at the Covered Property.
- l. "Covered Property" means the residential service address listed on Your Coverage Letter.
- m. "Failure" means the mechanical or electrical breakdown of the Covered Equipment due to defects in materials or workmanship, Power Surge, or normal wear and tear. For laptops, tablets, portable DVD / Blu-ray players, portable handheld gaming devices, wearables, audio headsets, virtual reality headset, printer display screens, and mobile devices only, Failure shall also mean ADH resulting from normal use.
- n. "Mobile Devices" means a mobile phone of any brand and any age (excluding accessories).
- o. "On-Site Service" means diagnosis or repair of Covered Equipment performed at the Covered Property by an Authorized Repair Technician.
- p. "Parties" mean the parties to this Contract, namely Us and You.
- q. "Plan End Date" means the date which a Plan ends, as indicated in Your Coverage Letter.
- r. "Plan Start Date" means the date which a Plan starts, as indicated in Your Coverage Letter.
- s. "Plan Term" means the 12-month period of time reflected in the Coverage Letter, subject to applicable Waiting Period or any renewal Term as the case may be.
- t. "Plan" or "Plans" means the specific protection plan You selected as listed on Your Coverage Letter.
- u. "Power Surge" means a short-term burst of excessive, unwanted energy (transient over-voltage) on a circuit, which if not suppressed, can accelerate wear and tear of attached electrical equipment increasing repair frequency, repair costs, or product failure.

- v. "Repair Depot Service" means a repair depot designated by Us.
- w. "Replacement Value" replacement cost of the covered product as determined by us, based on the replacement value, age, and condition of the covered product, as determined by us, immediately prior to the breakdown.
- x. "Service Fee" means a non-refundable service fee plus tax, where applicable by law, paid by You via debit or credit card or other electronic payment method approved by Us at time of claim filing either online or by phone, in advance of service being provided, based on Service Fee table found below.
- y. "WAITING PERIOD" MEANS THE 30-DAY REVIEW PERIOD FOLLOWING THE PLAN START DATE. THIS PERIOD DOES NOT APPLY TO ANY SUBSEQUENT TERM.
- z. "We", "Us", and "Our" means NRG Protects Inc. 910 Louisiana Street, Suite B200 Houston, Texas 77002 1-855-241-9094.
- aa. "You" and "Your" means the customer contracting for services covered by the Plan(s) pursuant to this Contract. If You are not the owner of the Covered Property, You represent to Us that you are authorized to enter into this Contract.

3. IMPORTANT

- a. ALL PLANS ARE PROVIDED BY US. THIS CONTRACT IS NOT INSURED. OBLIGATIONS UNDER THIS CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF NRG PROTECTS INC. unless otherwise noted in the State Specific Cancellation And Other Provisions section. 910 Louisiana Street, Suite B200, Houston, TX 77002. THIS PLAN IS NOT INSURED BY A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY, UNLESS EXPRESSLY INDICATED IN THE "STATE SPECIFIC PROVISIONS" SECTION BELOW.
- b. THIS IS A CONTRACT FOR REPAIR OR REPLACEMENT OF YOUR COVERED EQUIPMENT. **THIS IS NOT A CONTRACT FOR INSURANCE.** THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH OTHER PROVIDERS.
- c. THIS CONTRACT COVERS ONLY COVERED EQUIPMENT AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR FAILURES IF THE FAILURE DID NOT EXIST, AND THE COVERED EQUIPMENT **IS IN PROPER WORKING ORDER, ON THE PLAN START DATE.** UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. WE **WILL NOT REIMBURSE YOU** FOR SERVICES PERFORMED WITHOUT OUR PRIOR APPROVAL.

4. CUSTOMER SERVICE

- a. If You suspect Your Covered Equipment has suffered a Failure after the Waiting Period, You must notify Us as soon as a Failure is discovered before the Plan End Date or within a reasonable time but no later than ninety (90) days after the date on which the Failure occurred or the claim will not be considered. For service, please call the number listed above. We will accept service requests online 24 hours a day, 7 days a week, 365 days a year, or by phone 6am – 11pm CT / 7 days a week.
- b. When We process Your claim, We will inform You, at Our sole discretion, which type of service Your Covered Equipment qualifies for from the following options:
 - i. Carry-In Service: If We determine Carry-In Service is needed, We will provide You with instructions on how to leave the Covered Equipment at an Authorized Repair Center during their normal business hours for diagnosis and repair or replacement based on Our sole discretion.
 - ii. Advanced Exchange: If the product qualifies for advanced exchange, we will ship you a replacement product after the claim has been filed. Upon receipt of the replacement product, the product which was approved for replacement must be returned to us at our expense in the return mailer that was shipped to you. You must return the product as directed by us per the shipping instructions included in the return mailer, or you may be charged a non-returned equipment charge up to the retail price of the failed product. **YOU CAN AVOID THIS CHARGE BY SIMPLY RETURNING THE PRODUCT AS DIRECTED.**
 - iii. On-Site Service: If We determine On-Site Service is needed, the Authorized Repair Technician will be dispatched during normal business hours (i.e. usually 8AM – 5PM in your time zone, M-F, subject to change). An adult eighteen (18) years or older must be present during the entirety of the service event.

- iv. **Repair Depot Service:** If We determine repair depot service is needed, You will be required to ship the Covered Equipment to a designated repair depot for service. We may either send You a prepaid shipping label, or another method of prepaid shipping, and instructions for shipping Your Covered Equipment to the repair depot. Non-original parts may be used for repair of the Covered Equipment.
- v. **Replacement products and reimbursements:** At Our sole discretion, We may opt to reimburse you in the form of a gift card, electronic payment, or check for the replacement cost of the covered product as determined by Us, based on the replacement value, age, and condition of the covered product, as determined by Us, immediately prior to the breakdown for the Covered Equipment, or replace the Covered Equipment with a product of like quality taking into consideration the make, model, and features of the item being replaced. If We opt to provide you a replacement product, We reserve the right to take ownership of the original Covered Equipment. We may require that You return or send pictures of the original Covered Equipment to Us for inspection as a condition to receiving a replacement product or reimbursement. We will pay shipping and handling costs associated with the return of the original Covered Equipment.
- c. We have the sole right to select the Authorized Repair Technician to perform the service. In the event an Authorized Repair Technician is not available, We may direct You to select a technician that is independent, meaning not related to or biased in favor of You in any way, that engages in such repairs on a regular and ongoing basis.
- d. **We will not reimburse You or any other party for services performed without Our prior approval.**
- e. **YOU UNDERSTAND THAT WE ARE NOT THE AUTHORIZED REPAIR TECHNICIAN AND WE WILL NOT BE PERFORMING THE ACTUAL REPAIR OF COVERED EQUIPMENT.** The Authorized Repair Technician may be an employee of an affiliate of Ours, an employee of an affiliate's franchisee or a third-party subcontractor from our independent and local contractor network. **THE AUTHORIZED REPAIR TECHNICIANS ARE NOT OUR EMPLOYEES OR AGENTS AND ARE NOT AUTHORIZED TO BIND US OTHER THAN AS MAY BE EXPRESSLY PERMITTED UNDER THE TERMS OF THIS CONTRACT.**
- f. We may provide the Authorized Repair Technician with Your contact information, and, in the case of On-Site Service, the Authorized Repair Technician will contact You directly to set up an appointment to make a service call.
- g. No On-Site Service will be performed if the Authorized Repair Technician encounters dangerous or threatening animals or insects, or unsafe conditions, including, but not limited to, hazardous materials (for example, mold or asbestos) at the Covered Property.
- h. By providing Your email address or phone number to Us, You are authorizing Us and our Authorized Repair Technicians to communicate with You, and provide notices to You, electronically, including but not limited to SMS, should we elect to do so. Standard text messaging rates may apply and are the responsibility of You.
- i. You must pay the Service Fee, plus applicable tax where required by law, for each service request in advance of any claim services being scheduled or provided. The Service Fee applies to each service request dispatched, scheduled, or processed, including, but not limited, to those service requests wherein coverage is deemed excluded or denied under Your Contract. The Service Fee is due if You fail to be present at a scheduled time for On-Site Service, or in the event You cancel an On-Site Service call at the time when the Authorized Repair Technician is on the way to Your Covered Property, or already at Your Covered Property. The Service Fee You owe will be determined by Us, based on the Covered Equipment category as defined in your Coverage Summary, in the following table:

Covered Equipment	Service Fee
Mobile Devices (cracked screen repair claims only)	\$29.00
Smart Home Products and Wearable Electronics	\$49.00
Home Entertainment Equipment, Home Office Equipment, Mobile Devices (replacement, reimbursement or any other repair), and Home Connectivity Devices	\$99.00

A service fee does not apply to the repair or replacement of standalone routers, external hard drives, original remote controls, PC or gaming system accessories, DVD Players, streaming devices, smart device hubs, smart light dimmers, smart smoke detectors, or smart carbon monoxide detectors, however, the associated costs will apply toward your aggregate claim limit.

5. COVERAGE TIME, RENEWAL & PAYMENT

Coverage Time

- a. Coverage under the Plan selected by You begins on the Plan Start Date and continues until the Plan End Date, as set forth in the Coverage Letter.
- b. In the event that You elect during any Contract Period to upgrade Your Plan (if an upgrade is available), We will consider this a cancellation of this Contract by You and the Contract for Your upgraded Plan will have its own Plan Start Date and Plan End Date. A new Coverage Letter will be mailed to You to reflect Your upgraded Plan.

Payment

- c. You agree to pay the monthly or annual fee for this Plan identified on the Coverage Letter.
- d. If you elected to pay for the Plan on a monthly basis, the fee, plus any applicable taxes, will be billed on a monthly basis to the payment method You provided when You enrolled. If you elected to pay for the Plan on an annual basis, the fee, plus any applicable taxes, will be billed annually to the payment method You provided when You enrolled.
- e. It is Your responsibility to maintain a valid credit card or debit card with us to process the payments You owe.
- f. **You will not receive a monthly or annual bill from Us.**
- g. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.
- h. If a payment is late, We may suspend service or cancel Your Contract due to non-payment. If a Plan has been cancelled due to non-payment, You must pay the past due amount before re-enrolling in the Plan. **ALL APPLICABLE WAITING PERIODS WILL APPLY TO NEW ENROLLMENTS AND RE-ENROLLMENTS FOLLOWING A CANCELLATION.**

Renewal

- i. **We reserve the exclusive right not to renew this Contract for any reason. If We elect not to renew this Contract we will mail notice to your last known address at least 60 days prior to the Plan End Date.**
- j. **If We change Your Plan, We will notify You of the terms (including any increase to the price of the Plan) within sixty (60) days prior to the date to which the new terms apply.**
- k. **AT THE CONCLUSION OF EACH TERM THIS CONTRACT WILL AUTOMATICALLY BE RENEWED FOR AN ADDITIONAL TERM OF EQUAL LENGTH AS THE PRIOR TERM UNLESS YOU NOTIFY US, IN WRITING, PRIOR TO THE PLAN END DATE, BY EMAIL: [INFO@ABC.COM] OR CALL US AT THE NUMBER LISTED BELOW. EACH RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER TERM.** If You request to cancel after automatic renewal takes place, We will honor Your request to cancel immediately pursuant to the Cancellation section of the Contract. If You have any questions, Our toll-free number is [1-855-334-3577]. You may cancel this Contract at any time as described in the Cancellation section of the Contract. **Notwithstanding the foregoing, Your Plan will terminate upon the earliest of the following to occur: (a) Failure to receive Your Plan payment in accordance with the terms and**

conditions of this Contract; or (b) Coverage under the Plan is cancelled by You or Us in accordance with the terms and conditions of this Contract.

6. COVERAGE MODIFICATIONS

You may upgrade Your Plan at any time if a higher-level plan is available. Your existing Plan will be cancelled, and a new plan will begin upon completion of the current monthly coverage period. You will receive a credit for the amount paid for unused coverage, if any. This credit will apply against the new plan on the subsequent Plan Start Date. If a lower-level plan is available, and You have not surpassed the aggregate claim limit, You may downgrade Your Plan within sixty (60) days before the expiration of Your current Term or any renewal Term. Eligible downgrades will be effective upon completion of the current monthly billing period following receipt of a request. The cost of any claims made under this Plan will apply to the aggregate claim limit of a new plan.

7. COVERAGE

- a. **Your coverage depends upon the Plan you selected. Your selected Plan is listed in the Coverage Selected section of Your Coverage Letter. The specific coverages included in Your Plan are listed on Your Coverage Letter. Coverage under each Plan is subject to certain limits and exclusions, including claim based and annual dollar limits and coverage exclusions.**
- b. During the Plan Term, Our responsibility will be to arrange for an Authorized Repair Technician to provide one or more of the services subject in all cases to the terms of this Contract, including this Coverage Section and the limitations of liability set forth in the Limits of Liability Section.

Repair Plans Generally

- c. During the Plan Term, Our responsibility will be to arrange for an Authorized Repair Technician to repair the Covered Equipment in accordance with the terms and conditions of this Contract, at Our expense, up to the limits set forth below.
- d. To be covered, the products, systems and components must be: (i); primarily stored or maintained at the Covered Property (ii) inoperative due to a Failure; and (iii) in place and in proper working order on the Plan Start Date.
- e. **THERE IS A 30-DAY WAITING PERIOD AFTER YOUR PLAN START DATE BEFORE YOU ARE ELIGIBLE FOR SERVICE UNDER THIS CONTRACT.** Coverage under Your Plan begins after the Waiting Period.
- f. **Our obligation to pay for the repair (including any trip charge, shipping costs, parts and labor) of Covered Equipment is limited to \$2,000 per service call and \$5,000 per Plan in the aggregate rolling twelve (12) month period, including all repairs, reimbursements and replacement credits, if applicable, under the Plan.**
- g. **Claims on Mobile Devices are limited to up to a maximum of three (3) claims on Covered Items per rolling 12-month Term.**
- h. COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED OR RECYCLED PARTS MAY BE USED FOR REPAIR OF THE PRODUCT OR SYSTEM IF ORIGINAL PARTS ARE UNAVAILABLE OR MORE COSTLY.

8. LIMITS OF LIABILITY

- a. **Delays.** Problems cannot always be diagnosed and repaired on the first service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
- b. **Force Majeure.**
- i. When a force majeure event occurs, We will make commercially reasonable efforts to fulfill Our obligations under this Contract. Force majeure events may result in delays due to Our inability to perform under this Contract. If We are unable to perform Our obligations, in whole or in part, due to a force majeure event, then Our obligations shall be suspended to the extent made necessary by such force majeure event, and in no event shall We be liable to You for Our failure to fulfill Our obligations for damages caused by any force majeure event.
- ii. Force majeure events include, but are not limited to, acts of God, fire, war, flood, earthquake, epidemic, pandemic, hurricanes, tornadoes, and other natural disasters, acts of terrorism, acts of any governmental authority, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules or regulations of any governmental authority, and any other cause beyond Our reasonable control.

- c. **Authorized Repair Technician Negligence.** We will only engage Authorized Repair Technicians that meet Our standards. You agree that We are not liable for the negligence or the other conduct of the Authorized Repair Technician, nor are We an insurer of the Authorized Repair Technician's performance.
- d. **Loss of Use Damages.** IN NO EVENT SHALL WE OR OUR AFFILIATES BE RESPONSIBLE UNDER THIS CONTRACT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR ECONOMIC DAMAGES OR LOSS, OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE THE APPLICABLE PRODUCTS OR SYSTEMS TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ANY AND ALL SUCH DAMAGES.
- e. **Remedies.** Except for the coverage limits as described in the Coverage Section, Our total liability to You, and Your exclusive remedy for all damages, shall not exceed the amount paid by You hereunder.

9. EXCLUSIONS

- a. **THE FOLLOWING ITEMS ARE NOT COVERED UNDER ANY PLAN(S):**
- i. **Incidental and consequential damage.** This includes, by way of example only, damage from accident, abuse, misuse, introduction of foreign objects into the product or system, adequacy or capacity of systems or appliances, unauthorized modifications or alterations, and improper or incomplete installation or repair, fire, freeze, electrical failure, flood, collision, vandalism, theft, infestation, or any insurable event.
- ii. **Costs associated with the installation or uninstallation of any Covered Equipment.**
- iii. **Cosmetic damage or defects.**
- iv. **Routine maintenance, inspections, cleanings, tune-ups, or costs related to customer education or no problem found during service.**
- v. **Any transportation costs, inclusive of mileage, associated with the transport of Covered Equipment to or from Authorized Repair Center.**
- vi. **Any software, including, but not limited to, application programs, databases, files, source codes, object codes or proprietary data, or any support, configuration, installation or reinstallation of any software or data.**
- vii. **Support or repairs to software, loss or damage to software due to any cause, including but not limited to computer virus, worm, Trojan Program, adware, spyware, firmware or any other software program.**
- viii. **Hardware upgrade(s) not purchased at an authorized retailer for the hardware.** This Contract does not cover installation of hardware upgrades.
- ix. **PC that does not have Administrator's permission. Covered PC must be able to accept uploaded or downloaded software.**
- x. **Any Covered Equipment located outside the United States.**
- xi. **Accessories and supplies (including, but not limited to, batteries, cartridges, antennas, styluses, external power supplies and filters), unless expressly stated in the Coverage Summary.**
- xii. **Damage to real property.**
- xiii. **Service work needed to meet current building code violations or to correct code violations.**
- xiv. **Preexisting Conditions.** This Contract will not cover any product or system which was not in good working order, or any defect in or problem with any product or system, existing prior to the Plan Start Date.
- xv. **Commercial property or residential property converted, in part or entirety, into a business.**
- xvi. **Opened Walls/Ceilings.** At times it is necessary to open walls or ceilings to make repairs, We are not responsible for the repair or replacement of any drywall, restoration of any wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint or the like.
- xvii. **Hazardous Materials.** We shall have no obligation to identify any hazardous products or materials, including mold or asbestos, nor shall We arrange for and will have no liability or the removal of hazardous products or materials. We will have no liability for the removal of hazardous products or materials, nor for the failure to detect hazardous products or materials. We shall have no liability for contamination as a

result of an Authorized Repair Technician's failure to detect any hazardous products or materials.

- xviii. **Warrantied Products.** We will not be responsible for repairs of systems or components arising from a manufacturer's defect or recall or while still under manufacturer's or distributor's warranties. Our responsibility will be secondary to any applicable insured event or other extended or in-home warranties that exist for the covered systems, products, and components.
- xix. **Permits.** We will not be obligated to perform services if a required permit cannot be obtained.

10. TRANSFER OF CONTRACT

- a. This Contract is not assignable by You and cannot be transferred to another property without Our prior written consent. We reserve the right to deny the transfer of this Contract for any reason and/or to inspect the products and systems at Your new service address prior to covering such products and systems.
- b. We may assign this Contract, in whole or part, or any of its rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that We shall have no further obligation to You.

11. CANCELLATION

- a. You may cancel a Plan or this Contract at any time.
- b. We may only cancel a Plan or this Contract due to Your non-payment, fraud, in the event a customer threatens acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician, material misrepresentation or breach of this Contract. In addition, We may be required to cancel a Plan or this Contract as a result of a decision or order of a governmental body or a change in laws or regulations.
- c. If either You or We cancel a Plan within 30 days from the Plan Start Date set forth on Your Coverage Plan Letter and You have not received services under that Plan, You are entitled to a full refund of the amount paid by You under that Plan.
- d. If You have not received any services (including any replacement credit), under a Plan and either You or We cancel that Plan after 30 days from the Plan Start Date, but before the end of the Plan Term, You are entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan.
- e. If You cancel a Plan before the end of the Term and You have received services (including any replacement credit) under that Plan, You shall be entitled to a pro rata refund of the amount paid by You for the unexpired Term of that Plan less any service/credit costs incurred by Us. Your cancellation of a Plan will be effective immediately.
- f. We reserve the exclusive right not to renew a Plan or this Contract for any reason.

12. RESOLUTION OF DISPUTES

- a. **DISPUTE RESOLUTION AND ARBITRATION:** THE PARTIES EACH AGREE THAT ALL CLAIMS OR DISPUTES BETWEEN THE PARTIES IN ANY WAY RELATED TO, ARISING OUT OF, OR CONCERNING THIS CONTRACT, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION. The Parties both understand there is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator must follow this Contract and can award the same relief as a court. This arbitration provision shall survive termination of this Contract.
- b. **ARBITRATION PROCEDURE.** A single arbitrator selected by the Parties will administer the arbitration according to the American Arbitration Association's rules except where such rules are inconsistent with this Contract, in which case the terms of this Contract apply. If the Parties disagree over issues concerning the formation or meaning of this Contract, the arbitrator will resolve these arbitrability issues. The Parties agree that this Contract prohibits the arbitrator from consolidating the claims of others into one proceeding, to the maximum extent permitted by law. This means that the arbitrator will hear only individual claims and does not have authority to fashion a class or collective action or to award relief to a group of customers in one proceeding, to the maximum extent permitted by law. Any arbitration will be governed by the laws of the State of Texas and take place in Texas.
- c. **JURY TRIAL WAIVER.** Should a claim proceed in court rather than through arbitration, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.
- d. **OPT-OUT.** YOU MAY CHOOSE TO OPT OUT OF THE ARBITRATION PROCEDURES WITHIN THE WAITING PERIOD. You can opt out by calling [1-XXX-XXX-XXXX]. Any

opt-out received after the deadline will not be valid and You must pursue any claims against Us in arbitration.

- e. **CLASS ACTION WAIVER.** THE PARTIES EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES ARISING OUT OF OR RELATED TO THIS CONTRACT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. You cannot be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.
- f. **SMALL CLAIMS COURT.** Notwithstanding the above, either party may bring an individual action in small claims court.
- g. Any failure by Us to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

13. PERSONALLY IDENTIFIABLE INFORMATION

By entering into this Contract, You agree that any personal information that You provide to Us in connection with this Contract constitutes permission for Us to use and share your information as set forth in Our Privacy Policy (located at [www.abc.com]). You may opt out of receiving marketing communications from Us as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

14. CONTRACT TERMS

- a. We reserve the right to amend this Contract due to regulatory or procedural changes that may affect Our ability to perform under this Contract.
- b. We will provide You with written notification of any material changes to this Contract, or changes to the administration of the Plan, at least 60 days prior to the date which such changes shall be implemented. Notice may be provided by mail or email or any other reasonable method.
- c. You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice prior to the date which such changes shall be implemented. If You do not respond prior to the date which such changes shall be implemented, You will be deemed to have accepted the change.

STATE SPECIFIC CANCELLATION AND OTHER PROVISIONS

Covered Properties in Arizona: The second paragraph of the Cancellation Section is REPLACED in its entirety with the following: "We may only cancel a Plan or this Contract due to Your non-payment, fraud, in the event a customer threatens acts of violence or bodily harm that would pose risk or harm to Us or an Authorized Repair Technician, and material misrepresentation or breach of this Contract." If You cancel this Contract, You shall be entitled to a pro rata refund less benefits paid. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Contract. This Contract will be governed, construed, and enforced in accordance with the laws of the state of Arizona.

This Contract does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known, or should reasonably have been known, by Us or a person selling this Contract on Our behalf.

The Resolution of Disputes provision is revised to state: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices 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 at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 602-364-2499.

Section 14, Contract Terms, is deleted in its entirety.

[Where required by state law:

Signature _____]

COVERAGE SUMMARY

This Coverage Summary discusses coverage, exclusions, and limitations for the Plan you selected, as identified in the Coverage Letter. See below for components and services “excluded from coverage” to assist Your understanding under this Contract. **Your coverage depends upon the Plan you selected. Your selected Plan is listed in the Coverage Selected section of this Coverage Letter, and a summary of specific coverages, limitations, and exclusions for Your Plan are found below. A complete list of coverages, limitations, and exclusions are found in the Terms and Conditions of Your Contract.**

Personal Electronics Protection Plans

Personal Electronics Repair Plan

If You selected the Personal Electronics Repair Plan as indicated under the heading “Coverage Selected” on Your Coverage Letter, the Plan covers components and parts which are necessary for the operation of the Covered Equipment listed below which are owned by You, up to the limits set forth in Your Terms and Conditions. If an Authorized Repair Technician determines that a component or part of a Covered Equipment listed below is not repairable due to a covered Failure, then We will, at our absolute and sole discretion, (i) replace the Covered Equipment with one of equal or similar features and functionality, (ii) replace the Covered Equipment with a product of like quality taking into consideration the make, model, and features of the item being replaced, or (iii) provide You with a payment in an amount equal to the Replacement Value of the Covered Equipment, as determined by Us, and in any event subject to Your available coverage limit. **Repairs necessary as a result of accidental damage from handling (as defined in Your Terms and Conditions as “ADH”) will not be covered**, except for ADH to laptops, portable DVD/Blu-ray players, portable handheld gaming devices, tablets, wearables, audio headsets, virtual reality headset, and printer display screens only.

Covered Items

Home Office Equipment. In this Contract “Home Office Equipment” means only the following if owned by You and typically located at the Covered Property:

- (i) Desktop computers, laptop computers and tablets equipped with a Windows Operating System version 8 or newer or Android version 1.6 or newer, and (ii) Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS PCs (collectively “PC”). Each PC can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), and external desktop speaker set (wired).
- External hard drives.
- Printers and multifunction printers.

Home Entertainment Equipment. In this Contract “Home Entertainment Equipment” equipment means only the following if owned by You and typically located at the Covered Property:

- LCD, Plasma, or LED televisions (collectively referred to as “televisions”). Televisions include coverage for the original remote control and connected gaming systems. Gaming systems include the original remote controls.
- DVD players, Blu-ray players and portable DVD players.
- Any of the following if purchased as a home theater systems set: a receiver, sound bar, speakers, Blu-ray player, amplifier, subwoofer, and tuner (collectively referred to as “home theater system in a box” or “home theater systems in a box”).
- Bluetooth and Wi-Fi enabled speakers, audio/video streaming devices, audio headsets, and virtual reality headsets.

Wearable Electronics. In this Contract “Wearable Electronics” means only the following if owned by You and typically located at the Covered Property:

- Health and fitness bands.
- Smart watches.

Home Connectivity Devices: Routers (wired or wireless) and modems.

Smart Home Products. In this Contract “Smart Home Products” means only the following if owned by You and located at the Covered Property:

- Smart device hubs.
- Smart light dimmers.
- Smart thermostats.
- Smart smoke detectors.
- Smart door locks.
- Smart home security cameras.
- Smart video doorbells.
- Smart carbon monoxide detectors.

The following items are excluded from coverage: items covered under any insurance policy, warranty (manufacturer's or otherwise), or other service contract, additional expenses, such as the Qualified Service Provider's travel charges, not covered in standard service call rate; Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, and accessories (except as otherwise stated herein); Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence; Theft or loss of the covered product; Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan; Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program; Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality; PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software; ADH unless otherwise specified above.

Personal Electronics with Mobile Devices Repair Plan

If You selected the Personal Electronics with Mobile Devices Repair Plan as indicated under the heading "Coverage Selected" on Your Coverage Letter, the Plan covers components and parts which are necessary for the operation of the Covered Equipment listed below which are owned by You, up to the limits set forth in Your Terms and Conditions. If an Authorized Repair Technician determines that a component or part of a Covered Equipment listed below is not repairable due to a covered Failure, then We will, at our absolute and sole discretion, (i) replace the Covered Equipment with one of equal or similar features and functionality, (ii) replace the Covered Equipment with a product of like quality taking into consideration the make, model, and features of the item being replaced, or (iii) provide You with a payment in an amount equal to the Replacement Value of the Covered Equipment, as determined by Us, and in any event subject to Your available coverage limit. **Repairs necessary as a result of accidental damage from handling (as defined in Your Terms and Conditions as "ADH") will not be covered,** except for ADH to laptops, portable DVD/Blu-ray players, portable handheld gaming devices, tablets, wearables, audio headsets, virtual reality headset, printer display screens, and Mobile Devices only.

Covered Items

Home Office Equipment. In this Contract "Home Office Equipment" means only the following if owned by You and typically located at the Covered Property:

- (i) Desktop computers, laptop computers and tablets equipped with a Windows Operating System version 8 or newer or Android version 1.6 or newer, and (ii) Apple computers which are equipped with an Apple operating system version OS X (10) or newer or Chrome OS PCs (collectively "PC"). Each PC can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), and external desktop speaker set (wired).
- External hard drives.
- Printers and multifunction printers.

Home Entertainment Equipment. In this Contract "Home Entertainment Equipment" equipment means only the following if owned by You and typically located at the Covered Property:

- LCD, Plasma, or LED televisions (collectively referred to as "televisions"). Televisions include coverage for the original remote control and connected gaming systems. Gaming systems include the original remote controls.
- DVD players, Blu-ray players and portable DVD players.
- Any of the following if purchased as a home theater systems set: a receiver, sound bar, speakers, Blu-ray player, amplifier, subwoofer, and tuner (collectively referred to as "home theater system in a box" or "home theater systems in a box").
- Bluetooth and Wi-Fi enabled speakers, audio/video streaming devices, audio headsets, and virtual reality headsets.

Wearable Electronics. In this Contract "Wearable Electronics" means only the following if owned by You and typically located at the Covered Property:

- Health and fitness bands.
- Smart watches.

Home Connectivity Devices: Routers (wired or wireless) and modems.

Smart Home Products. In this Contract "Smart Home Products" means only the following if owned by You and located at the Covered Property:

- Smart device hubs.
- Smart light dimmers.
- Smart thermostats.
- Smart smoke detectors.
- Smart door locks.
- Smart home security cameras.
- Smart video doorbells.
- Smart carbon monoxide detectors.

Mobile Devices: Unlimited Mobile Devices per Covered Property of any brand and any age (excluding accessories) that is activated with a wireless telecommunications service. Claims on Mobile Devices are limited to up to a maximum of three (3) claims on Covered Items per rolling 12-month Term. Mobile Device coverage includes coverage for Accidental Damage from handling (ADH) as defined in the Terms and Conditions of the Personal Electronics plan.

The following items are excluded from coverage: items covered under any insurance policy, warranty (manufacturer's or otherwise), or other service contract, additional expenses, such as the Qualified Service Provider's travel charges, not covered in standard service call rate; Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered product, including but not limited to: appearance parts, decorative finishing, finish defects, nonfunctional plastic, trim, attachments, and accessories (except as otherwise stated herein); Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence; Theft or loss of the covered product; Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan; Support or repairs to software, loss or damage to software due to any cause, including but not limited to: computer virus, worm, Trojan programs, adware, spyware, firmware or any other software program; Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality; PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software; ADH unless otherwise specified above.

Also excluded from coverage are Mobile Devices with altered or defaced international Mobile Equipment Identify (IMEI) numbers, and accessories, including, but not limited to, car chargers, Bluetooth headsets, face plates, and any accessories that come with the mobile device.

NRG Protects Inc.
910 Louisiana Street, Suite B200
Houston, Texas 77002