

## EXPERT CARE - Terms and Conditions for the PC Protection Plan

This is a legal contract. By subscribing to this Plan, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions constitute the entire agreement regarding the Plan.

1. **Plan (Obligor):** The company obligated by this Contract under the Program (the "Obligor") is Asurion Warranty Services, Inc. if purchased in AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY; whose address is 648 Grassmere Park, Suite 300, Nashville, TN 37211 or 1-877-462-0988 Asurion Florida Warranty Services, Inc., if purchased in Florida; whose address is 648 Grassmere Park, Suite 300, Nashville, TN 37211 or 1-877-462-0988.
2. **Definitions:** Throughout these terms and conditions the words, "we", "us", and "our" refer to the Obligor. The words, "you" and "your" refer to the Plan subscriber. The word "product" refers to the qualifying products indicated in Section 4(a) of this Plan. The word "household" refers to a group of one or more persons related to the Plan subscriber by direct lineal descent (i.e., grandparent, parent, child, siblings, aunts, uncles, etc.), adoption, marriage, foster child/parent relationship or domestic partnership, who reside with the Plan subscriber in a common residential unit. The words, "Administrator" refers to (a) National Electronics Warranty, LLC in all states and DC except in AL, AZ and FL; (b) N.E.W. Warranty Services, Inc. in AL and AZ; (c) National Electronics Warranty Corporation of Florida (a service warranty association) in FL, (National Electronics Warranty, LLC, N.E.W. Warranty Services, Inc. and National Electronics Warranty Corporation of Florida (collectively referred to herein as NEW). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20167.
3. **Term:** The Plan will become effective and billing will commence upon your subscription to the Plan. As specified in Section 4(b), there is a 30 day waiting period before coverage commences.
4. **Coverage:** This Plan provides for the repair or replacement of your product to its standard operating condition if the product fails to perform its intended functions due to normal wear and tear or a defect in either materials or workmanship. The terms of coverage are further outlined below:
  - a. **Qualifying Products:** This Plan covers one (1) desktop or laptop system. For the purpose of this Plan, a system consists of a desktop personal computer or laptop computer (referred to as a "PC") and one (1) of each of the following: an associated external monitor which must be 19" or smaller, keyboard (wired or wireless), mouse (wired or wireless), external broadband modem, non-commercial router (wired or wireless) and a FiOS back up battery. All types of PCs are eligible for coverage under this Plan except PCs which are not equipped with a Windows Operating System version Windows 2000 or newer and Apple computers which are not equipped with an Apple operating system version OS X or newer.
  - b. **Coverage Effective Date:** **Coverage under the Plan will commence 31 days after your subscription to the Plan. No service will be provided during the initial 30 days of the Plan. If the Plan is cancelled, coverage will continue for 30 days after the cancellation date.** There will be no lapse in coverage if you move to another residence, provided that you continue your service with New Communications Corporate Services, Inc. (Frontier).
  - c. **Primary Residence:** Unless otherwise specified, the coverage under this Plan applies to one (1) system customarily located in your primary residence belonging to you or a member of your household. If you change your primary residence, you are required to notify New Communications Corporate Services, Inc. (Frontier) of such request or change. In the event that you wish to obtain coverage for more than one residence, additional Plans must be purchased.
  - d. **Service Fee:** **In the event that your PC or monitor requires service, you will be required to pay a service fee in the amount of Seventy-Five Dollars (\$75.00).** The service fee does not apply to the repair or replacement of a keyboard, mouse, modem, router or FiOS back up battery. The service fee must be paid by you in advance of the service being provided. The service fee can be paid through a valid credit card or through check or money order.
  - e. **Keyboard, Mouse, Modem, Router and FiOS Back Up Battery:** This Plan covers the cost to repair or replace the keyboard, mouse, modem, router or FiOS back up battery which are not an integrated component of your PC, with ones of like kind and quality. It will be in our sole discretion whether your inoperable keyboard, mouse, modem, router or FiOS back up battery is repaired or replaced. You will not be charged a service fee for claims related to the previously mentioned products, however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan.
  - f. **On-Site Service:** If the product requiring service is a desktop computer, it will be serviced on-site. We will use our best efforts to have an authorized service provider contact you within one (1) business day of your initial call to arrange for service. Service will be provided during regular business hours Monday through Friday, except holidays. An adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs. The product must be located at your primary residence at the time of service.
  - g. **Repair Depot Service:** If the product requiring service is a laptop computer or monitor, it will be shipped to a designated repair depot location for service. We will use our best efforts to ship a carton,



- c. Failure of a FiOS back up battery due to improper use or use with unauthorized products or any FiOS back up battery previously replaced under this Plan or any other New Communications Corporate Services, Inc. (Frontier) Expert Care service plan owned by you;
  - d. Components or products used for any commercial, public, lease or other non-residential purpose;
  - e. Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of a covered item, such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;
  - f. Damage or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
  - g. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
  - h. Failures, damage or loss caused by any physical force external to the product, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;
  - i. Costs associated with installation or de-installation of any product;
  - j. PC peripherals such as printers, external speakers and/or scanners;
  - k. LCD TVs or Plasma TVs that are used as a PC monitor;
  - l. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
  - m. Wireless repeaters, FiOS routers, signal boost routers, additional base stations;
  - n. Adjunct devices, or any device that is not built into the PC's CPU housing, except a keyboard, mouse, broadband modem, router or FiOS back up battery;
  - o. PCs that do not have administrator's permissions. The covered PC must be able to upload and download software;
  - p. Products that are not owned by you or a member of your household, leased and rented products, or products that are not customarily located in your specified residence;
  - q. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;
  - r. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
  - s. Products whose serial number has been altered or removed;
  - t. Products located outside the United States;
  - u. Repair or replacement covered by a manufacturer recall in effect at the time of the failure;
  - v. 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;
  - w. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - x. Special, indirect, or consequential damages or losses; or
  - y. Theft or loss of the product.
12. **Renewal:** This Plan automatically renews from month to month until cancelled.
13. **Transfer:** This Plan is not transferable to another party.
14. **Cancellation:** This Plan is provided on a month-to-month basis and can be canceled by you at any time for any reason by notifying New Communications Corporate Services, Inc. (Frontier)'s local business office (or other number that [New Communications Corporate Services, Inc. (Frontier) may designate for such purpose) or by notifying us in writing. We may elect not to renew the Plan upon 30 days written notice to you. Upon any termination or cancellation by you or New Communications Corporate Services, Inc. (Frontier), you will have coverage provided, at no cost for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within thirty (30) days after cancellation of the Plan.
15. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS A MESSAGE PRINTED ON THE New Communications Corporate Services, Inc. (Frontier) BILL, IN A SEPARATE MAILING OR EMAIL, OR BY ANY OTHER REASONABLE METHOD AT New Communications Corporate Services, Inc. (Frontier)'S DISCRETION. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO New Communications Corporate Services, Inc. (Frontier) AT ANY TIME IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER RECEIVING SUCH NOTICE OF A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE (S) IN THE CHARGES, TERMS OR CONDITIONS.
16. **Limitation of Liability:** Our liability for any negligence, error, mistake, or omission regarding the Plan or replacement of product(s) under the Plan is limited to a correction of any such error, mistake or omission. If such a correction is not possible, our liability will be limited to charges for the applicable month paid to New Communications Corporate Services, Inc. (Frontier) pursuant to the Plan. Any refund must be requested by

you. IN NO EVENT WILL THE PLAN OBLIGOR, New Communications Corporate Services, Inc. (Frontier) OR THE ADMINISTRATOR BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR, ADMINISTRATOR OR New Communications Corporate Services, Inc. (Frontier) OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

17. **Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
18. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.

**If You Reside In One Of The Following States, These Provisions Apply To You:**

**Alabama:** You are entitled to a "Free Look" period for this Plan. This Plan will be considered void and we will refund you the purchase price of the Plan if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. If we fail to pay the cancellation refund within forty-five (45) days of your written request, we will pay you a penalty of ten percent (10%) of the Plan purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The right to void this Plan applies only to the original Plan purchaser and is not transferable. If we cancel this Plan, no cancellation fee will be imposed. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least five (5) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

**Arizona:** If your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro-rata price, regardless of prior services rendered under this Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

**California:** You may cancel this Plan for any reason at any time. For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody being repaired. In the event of a dispute with the administrator, you may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written 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. If we elect to not renew this Plan, we will provide you with a 60 day written notice.

**Florida:** The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. Only a check payable to you will be issued by us if your product cannot be repaired or replaced pursuant to the terms and conditions of this Plan.

**Georgia:** This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. The 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.

**Illinois:** You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or b) at any other time and a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00).

**Nevada:** You are entitled to a "Free Look" period for this Plan. If the plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to an unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. This Plan will be considered void and we will refund you the purchase price of the Plan if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. If we fail to pay the cancellation refund within

forty-five (45) days of your written request, we will pay you a penalty of ten percent (10%) of the Plan purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. The right to void this Plan applies only to the original Plan purchaser and is not transferable. If we cancel this Plan, no cancellation fee will be imposed.

**New Hampshire:** In the event you do not receive satisfaction under this Plan, you may contact the New Hampshire Insurance Department, 21 South Fruit St, Suite 14, Concord, NH 03301 or (800) 852-3416.

**New Mexico:** 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:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**OKLAHOMA:** THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED.

**SOUTH CAROLINA RESIDENTS:** You are entitled to a "Free Look" period for this Plan. If you cancel this Plan within 30 days of receipt of this Plan, you shall receive a full refund of the Plan purchase price. If we fail to pay the cancellation refund within forty-five (45) days of your written request, we will pay you a penalty of ten percent (10%) of the Plan purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**Texas:** If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Plan provider or administrator may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711 or (512) 463-2906 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 (46<sup>th</sup>) day after the date on which the Plan is returned to the provider.

**Utah:** Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If we cancel this Plan due to fraud or material misrepresentation, you will be notified thirty (30) days prior to Plan cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114 and phone number (801)538-3800 or (800) 439-3805.

**Washington:** This Plan is not a Plan of insurance. This Service Plan is secured by a contractual liability insurance policy provided by Liberty Mutual Insurance Company 175 Berkley Street, Boston, Massachusetts, 02116 or 1-617-357-9500.. You may make a claim directly to the insurance company at any time.

**Wisconsin:** THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled nor can coverage be denied due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability insurance policy with limits of liability of five thousand dollars (\$5,000) per claim and twenty-five thousand dollars (\$25,000) in aggregate per Plan.

**Wyoming:** This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us, a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void this Plan applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

Administered by:

NEW

P.O. Box 1340 • Sterling, VA 20167 • 1-877-462-0988

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Your Information:

First Name: \_\_\_\_\_ Last Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Email \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

Product Information:

Product Code \_\_\_\_\_ Model # \_\_\_\_\_ Manufacturer \_\_\_\_\_ Product Price \$ \_\_\_\_\_