

Club Multiple Device Protection Program

Congratulations on becoming a Member of the Club Multiple Device Protection Program! There are numerous additional benefits available to **You** as a Member of the Club Multiple Device Protection Program (MDP). Below are the Terms and Conditions for the Club Multiple Device Protection Program ("Membership").

Membership Terms and Conditions

Various provisions included in this explanation of Member benefits restrict coverage. Read the entire Terms and Conditions carefully to determine rights, duties and what is and is not covered. This is the complete Membership Terms and Conditions. If **You** have questions regarding this Terms and Conditions **We** will be pleased to answer them.

- All claim repairs or replacements must be authorized by the Administrator before repairs or replacements are made. All unauthorized claim replacements will be denied. (See claims section)

PROGRAM TERM

- The Membership term is monthly, from the inception date and is subject to the continuous payment of the monthly service fee, unless the Administrator notifies **You** that **Your** application has been denied. No claim can be filed within the Waiting Period.
- This Membership will renew automatically, without interruption, at the expiration of the monthly term and each subsequent term thereafter provided that the monthly service fee is paid each month.
- If this Membership has lapsed for more than a thirty (30) day period or one billing cycle, Membership will automatically be cancelled.

I. Definitions as used in these Terms and Conditions:

- A. "**Administrator**" means Universal Administrators, appointed to administer the Multiple Device Protection Program.
- B. "**Authorized Service Facility**," means the location or locations that are registered and serve as a repair or replacement facility for the Administrator.
- C. "**Claim Center**" means the company appointed to adjust the claims.
- D. "**Covered Product**" means eligible equipment that has been enrolled in the "Membership Program" that meet the following requirements:
 - a. Are purchased during the Coverage Period or within sixty (60) days prior to the Effective Date listed on the Cover Page of the Membership Program;
 - b. Have a purchase price of \$30 or more and less than \$5,001;
 - c. If purchased prior to the Effective Date, the Covered Product must have a minimum manufacturer's warranty of twelve (12) months;
 - d. If purchased on or after the Effective Date of when **You** joined the plan, the Covered Product must have a minimum manufacturer's warranty of ninety (90) days, and
 - e. Have been registered as provided herein.
- E. "**Member**" means the customer for whom the Administrator has on file a complete description of the Covered Product and who has, before the date of the Loss in question, paid all applicable Membership fees with respect to the Covered Product.
- F. "**Failure**" means Mechanical or Electrical Failure of Covered Product to operate due to a faulty part or workmanship when operated according to the manufacturer's instructions and **You** have abided by all of the maintenance requirements.
- G. "**Loss**" means loss of usage, including but not limited to, Failure.
- H. "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or any contaminant including smoke, vapor, soot, fumes, acid, chemicals, artificially produced electric fields, magnetic fields, electromagnetic field, sound waves, microwaves, all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- I. "**We**", "**Us**" and "**Our**" means the Club Multiple Device Protection Program.
- J. "**You**" and "**Your**" means the Member.

II. Coverage

The following items are eligible for coverage if registered pursuant to this Agreement (Covered Products):

Appliances:

Air Purifiers, Blenders, Bread Makers, Clothes Steamers, Coffee/Esspresso Machines, Cook tops, Dehumidifiers, Dishwashers, Disposals, Dwindrafts, Dryers, Electronic Can Openers, Electronic Tooth Brushes, Electronic Shavers, Floor Cleaners, Food Processors, Freezers, Fryers, Griddles, Grills, Grinders, Hair Dryers, Humidifiers, Ice Machines (Free-standing), Indoor Grills, Irons, Juicers, Microwaves, Mini-Refrigerators/Freezers, Mixers, Ovens, Portable Heaters, Ranges, Range Hoods, Refrigerators, Rice Cookers/Steamers, Rotisseries, Sewing Machines, Slow Cookers (Crock Pots), Steamers, Small Portable

Appliances, Space Heaters, Toaster or Toaster Ovens, Trash Compactors, Vacuums, Vacuum Sealers, Waffle Makers, Warming Drawers, Washers, Window Air Conditioners, and Wine Coolers.

Electronics:

Alarm Clocks, Camcorders (Analog and Digital), Cameras (Analog and Digital), Car Audio (Radios, Amplifiers, CD Players, CD Changers, Equalizers, Speakers, Subwoofers), Car Videos (DVD Players and Video Monitors), Home Audio Components (Non-Portable: Amplifiers, CD Players, CD Changers, CD Players/Recorders, CD Recorders, Equalizers, Receivers, Tuners), Home Speakers, Home Theatres in a Box, Home Video Products (DVD Players, TV/DVD Combos, TV/VCR Combos, TV/VCR/DVD Combos, Digital Video Recorders, Digital Satellite Systems, HDTV Receivers), MP3 Players, Portable Electronics (PDA's, Satellite Radios, GPS, DVD Players, Telephone (Not Cellular)), Radar Detectors, Boom boxes, Televisions (CRT Projection, CRT Televisions, Front Projectors, LCD Flat Panels, Micro display Rear, Projection and Plasma).

Computers:

Copiers, Desktop Computer Systems, External Electronic Computer Accessories and Electronic Peripheral Devices, Flat Screen Monitors, Laptop Computers, Monitors, Pocket PC's, Printers (Laser, Dot Matrix, or Ink Jet), Printers (Multifunctional), and Paper Shredders.

Cellular phones are not covered.

We agree to provide coverage as outlined subject to the following:

1. The payment of the monthly fee;
2. Meet all requirements of the Terms and Conditions;
3. Acceptance in the Membership Program;
5. Completion of all required Membership Program forms; and
6. Issuance of a membership identification number, subject to:
 - a. **You** registering **Your** eligible Covered Products purchased prior to the Effective Date with **Us**. Covered Products purchased on or after the Effective Date are required to be registered within thirty (30) days from the purchase date of the Covered Product.
 - b. Only Covered Products purchased by **You** and located within **Your** primary residence are eligible for Coverage. To register **Your** Covered Products please login to your Wholesale Warranty Club account at www.WholesaleWarrantyClub.com or call (888) 788-CLUB (2582), supplying the following information: Description of the Covered Products, including make, model and serial number, Date of purchase, and Purchase price.

In return for **Your** payment of the monthly fee, subject to the Terms and Conditions listed herein, **We** will repair or replace the Covered Product due to a Loss resulting from Mechanical Breakdown, subject to the Limits of Liability listed in Section III.

In the event of a Failure of a Covered Products, **We** will repair or replace the Covered Products for up to thirty-six (36) months from the purchase date, subject to the limits set forth in Section III. of this Membership Program. Coverage begins on the date **You** purchase the Covered Products and terminates thirty-six (36) months from the purchase date. **We** are not responsible for payment of mechanical breakdown losses that fall within the manufacturers warranty period.

III. Limits of Liability

For Enrolled Members, Coverage is limited to the lesser of the following:

1. Actual repair cost;
2. Actual replacement cost; or
3. Original purchase price (as documented by **Your** purchase receipt).

Original purchase price does not include taxes, shipping, delivery, and installation of a Covered Products.

The maximum liability under this agreement for any one repair is \$2,500 maximum and \$5,000 in total for all repairs during for any 12 months starting from the date of **Your** enrollment in this plan. Coverage is limited to 2 claims per any 12 month period, subject to the maximum limit for repairs.

Limits of Coverage

1. Through the Claims Center, **We** will repair or, at **Our** discretion, replace the Covered Products due to a Failure that occurs during the Coverage Period. Parts will be replaced with those of like kind and quality (**We** cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured.
2. Covered Products will be replaced with a product of similar or enhanced features, at **Our** discretion, if:

- a. The Covered Products cannot be repaired;
 - b. The cost of the repair exceeds the original purchase price; or
 - c. Parts are no longer available or are discontinued by the manufacturer.
 - d. **Our** limit of liability is limited to the actual cash value of the equipment at the time the replacement decision is made. For the purposes of this Membership Program, actual cash value means the cost as shown in **Our** records, less standard depreciation at the time the repair must be completed.
3. Costs related to removal and reinstallation of any Covered Products under this Membership Program is not covered.
4. If the Failure of a Covered Products is not covered under this Membership Program, it will be **Your** responsibility to pay the diagnostic teardown, and any other costs.
5. Coverage is available for lamp replacement for the DLP and LCD televisions and projectors. Coverage is limited to one (1) lamp replacement per registered Covered Products. In order for coverage to apply, one of the following events must occur: (1) the lamp must be completely burned out with no visible picture on the screen, or (2) preset manufacturer message appears indicating that the lamp must be replaced. Upon determination of lamp failure, contact the Administrator to arrange for an exchange. **You** will receive a replacement lamp from an authorized warehouse for installation by **You**. **You** may be required to return the original lamp to **Us**, at **Our** discretion.

IV. Claims

It is intended that the Claim Center's right to adjudicate every claim, which is to verify that the claim is within the Contract term, coverage cost, has not been preempted. Coverage for any claim that has not been pre-approved in accordance with the Terms and Conditions will be denied.

Your Responsibilities:

Registration:

You are required to register **Your** eligible products, or Covered Products, with **Us** pursuant to this **Agreement**.

How to File a Claim:

In the event of a product **Failure**, **You** must contact the **Administrator** for the appropriate authorized service center:

- Call customer service toll-free number at 866-583-7238.

You must provide to the **Administrator** a valid receipt showing that the **Covered Product** was purchased during the **Coverage Period** or within sixty (60) days prior to the Effective Date.

Only repairs that have been authorized by the **Administrator** prior to performance of work will be covered. Before **You** call the **Administrator**, please verify that the failure of the **Covered Product** to function is not caused by circumstances such as the **Covered Product** not being switched on, being unplugged, or a fuse blown at the junction box. For **Covered Products** that use batteries as the prime power supply, or a remote control unit, please check that the batteries do not need replacing or recharging. **You** are responsible to back up all **Computer** software and data prior to commencement of a repair.

Service Deliverables:

There is no deductible required to obtain service for **Your Covered Products**. **You** will receive service on **Your Covered Products** using the same type of service provided by the manufacturer's warranty, which will be either:

- **Carry-In:** Covered Products must be delivered and picked up by **You** at an **Authorized Servicer** during normal business hours. In the event a **Covered Product** must be shipped to an **Authorized Servicer**, **We** will pay for the return shipping cost, but **We** will not pay for the cost of shipping the **Covered Product** to the **Authorized Servicer**.
- **In-Home:** Service will be performed in **Your** home; or the **Authorized Servicer** may opt to remove the **Covered Product** to perform service in-shop and will return the **Covered Product** upon completion. In the event a **Covered Product** must be shipped to an **Authorized Servicer**, **We** will pay for two-way shipping to the point of repair and thereafter.

Preventative Maintenance:

This **Agreement** does not cover cleaning or other preventative maintenance required to maintain normal operation of **Covered Products**.

V. Exclusions

We will not pay for Loss caused directly or indirectly by any of the following (such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss):

1. Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause.
2. War, including undeclared or civil war; warlike action by a military force, including action in 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, terrorism, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
3. Governmental action, meaning seizure or destruction of property by order of governmental authority.
 4. Indirect Loss, meaning any delay, loss of market, loss of use or any other consequential loss, interruption of business or inconvenience.
 5. Losses resulting directly or indirectly from operating systems, software or applications that are included at time of purchase or subsequently added to Covered Product.
 6. Loss caused by or resulting from the delay in replacing Covered Product due to the interference at the location of repair or replacement by strikers, other persons or any other cause.
 7. Loss due to acts caused by or resulting from rodents, insects, vermin or other animals.
 8. Loss due to the intentional parting of Covered product by the Enrolled Member or anyone entrusted with the property.
 9. Failure due to obsolescence, including technological obsolescence of the Covered Product.
 10. Intentional, dishonest, fraudulent or criminal acts by the Enrolled Member, any of the Enrolled Member's authorized representatives, anyone entrusted with the property by the Enrolled Member 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.
 11. Failure caused by cosmetic change (custom faceplates) or change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered product however caused, including, but not limited to, scratches, marring, and cracked housing or casing that occur to Covered Product that does not affect the mechanical or electrical function of the Covered Product.
 12. Failure resulting from faulty repair, adjusting, installation, servicing, or maintenance.
 13. The discharge, dispersal, seepage, migration, release or escape of Pollutants. Pollutants are defined as any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, chemicals, artificially produced electrical fields, magnetic fields, electromagnetic field, sound waves, microwaves, all artificially produced ionizing or non-ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 14. Unauthorized repair or replacement.
 15. Preventative maintenance or preferential adjustments.
 16. Use of the Covered Product in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions.
 17. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Product, or recall by the manufacturer.
 18. Antennas, external housing or casings that do not affect the mechanical or electrical function of Covered Product.
 19. Failure due to normal wear and tear, gradual deterioration, inherent vice or latent defects.
 20. Loss during the Waiting Period or arising out of an occurrence during the Waiting Period.
 21. Contraband or property in the course of illegal transportation or trade.
 22. Property in transit to Enrolled Member from a manufacturer or seller that is not the Authorized Service Facility.
 23. Damage incurred while moving the Covered Products to another location.
 24. Losses that are recoverable under the manufacturer's warranty.
 25. Covered Product exchanges that are not registered with the Membership Program.
 26. Loss occurring before enrollment in the Membership Program or after the expiration of the membership.
 27. Any Covered Products that did not have a manufacturer's warranty or any extended warranty in place at the time of purchase.
 28. Any claim for benefits to Covered Products due to:
 - a. periodic checkups or preventative maintenance whether directed by the manufacturer or otherwise;
 - b. Any part or component of Covered Products normally designed to be periodically replaced by **You** during the life of the Covered Product, including but not limited to batteries, etc.
 - c. damage to Covered Products caused by or resulting from any accident, abuse, misuse, mishandling, introduction of foreign objects into the Covered Product, unauthorized modifications or alterations to a Covered Product, failure to follow the manufacturer's instructions,
 - d. external causes including third party actions, fire, theft, insects, animals, exposure to any type of weather conditions, windstorm, sand, dirt, hail, earthquake, flood, water, acts of god or consequential loss of any nature;
 - e. incidental, consequential or secondary damages or delay in rendering service under this Membership Program, or loss of use of the Covered Product;
 29. Any Covered Products that are identified by the manufacturer as commercial products, or
 - a. Covered Products purchased for resale, or any Covered Products used in a commercial setting, or rental basis; or
 - b. nonfunctional or aesthetic parts including but not limited to plastic parts, knobs, rollers, baskets, scratches, peeling and dents which do not affect the function of the Covered Products as specified by the manufacturer;
 - c. Unauthorized repairs and/or parts as well as the cost of installation, set-up, diagnostic charges, removal or reinstallation of the Covered Products, except as provided in this Membership Program;
 - d. Accessories used in conjunction with a Covered Products unless the accessory is itself a Covered Product;
 - e. Any loss other than a failure of the Covered Products;
 - f. Any failure caused by or related to defects or any damage caused by a computer virus;
 - g. Service where no problem can or was found at time of repair.

h. Failures which are not reported as required herein.

SPECIFIC TO APPLIANCES:

1. Failures as a result from rust or corrosion on any Covered Products or part, regardless of cause;
2. Damage to clothing;
3. Any variation of electricity or water supply;
4. Water and gas lines that are not a component of a Covered Products, including but not limited to, flexible lines, hoses, and connectors;
5. Reimbursement of food to any Covered Products regardless of whether or not the repair is covered;

SPECIFIC TO COMPUTERS AND PERIPHERALS:

1. Any storage media damaged by malfunctioning part;
2. Repair or replacement of upgraded internal computer components when repair or replacement is required due to incompatibility of parts or incorrect installation;
3. Broken or cracked LCD screens in notebooks or portable computers and burned-in phosphor in CRT or any other type of display;
4. Application programs, operating software or other software, loss of data or restorations of programs;
5. Corruption of any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Membership Program, or form a computer virus effecting the computer or its related equipment and software.

SPECIFIC TO ELECTRONICS:

1. Corruption of any recording media, including any program, data or setup information resident on any hard drives and internal or external removable storage devices, as a result of the malfunctioning or damage of an operating part, or as a result of any repairs or replacement under this Membership Program;
2. Plasma televisions in use at or above 6000 ft above sea level;
3. Burned-in phosphor (including image ghosting) or pixel burnout not in accordance with the manufacturer's specifications. -

VI. Cancellations

The Administrator may cancel this Membership at any time if it is determined that **You** or **Your** equipment does not qualify either by email, U.S. Mail or delivering written notice of cancellation to **You** at the last mailing address known to them or by electronic mail, with retention of delivery. Any monthly Membership fee not paid within the proper payment cycle will result in automatic cancellation of this Membership.

1. **Your rights to cancel:**

You may cancel this **Agreement** for any reason at any time. To cancel this **Agreement**, **You** must provide notification to the **Administrator** or **Our** designated **Representative**. If **You** cancel this **Agreement**, **You** will receive a refund of the current **Monthly Agreement Charge** less any claims paid that occurred in the month this **Agreement** is cancelled.

Your Agreement will automatically terminate for non-payment of the full **Monthly Agreement Charge** by the billing due date. If **Your Agreement** is terminated, **We** will not reinstate **Your Agreement**.

2. **Our rights to cancel:**

We may not cancel this **Agreement** except for fraud, material misrepresentation or non-payment by **You**; or if required to do so by a regulatory authority. Notice of such cancellation will be given to **You** in writing at least thirty (30) days prior to cancellation. If **We** cancel, **You** will receive a refund of the current **Monthly Agreement Charge**.

3. **Non-Renewal:**

In the event that this **Agreement** is non-renewed by **Us**, **You** will receive written notice sixty (60) days prior to the non-renewal. If this **Agreement** is non-renewed, **You** will be given the option to make payments up to the **Agreement** non-renewal date and only receive coverage up to the non-renewal date.

4. **Deductible:** Coverage under this **Agreement** is not subject to a deductible per claim.

5. **Transfers:** **Your** rights and duties under this **Agreement** are not transferable.

6. **Change of the Monthly Agreement Charge:** **We** have the right to modify the **Monthly Agreement Charge**. Notice of change to the **Monthly Agreement Charge** will be given to **You**, in writing, at least sixty (60) days prior to implementation. If the **Monthly Agreement Charge** is changed, **You** will be given the following options: 1) Pay the new **Monthly Agreement Charge** and coverage will continue for all registered **Covered Products** and future purchases; or 2) Make payments up to the effective date of the change of the **Monthly Agreement Charge** and cancel this **Agreement** as of the effective date of the change of the **Monthly Agreement Charge**.

7. Non-Original Manufacturer Parts: **We** reserve the right to select and use parts other than original manufacturer parts. Parts used will be of like kind and quality.
8. No Lemon Policy: During the term of this **Agreement**, after three (3) service repairs have been completed on the same component of the **Covered Product** and that **Covered Product's** component requires a fourth repair, as determined by **Us**, **We** will replace that **Covered Product** with a product of comparable performance. Upon replacement, there is no longer any coverage for the replaced **Covered Product** under this **Agreement**. Lamp replacement claims are excluded from the No Lemon Policy.
9. Where Are **You** Covered: Coverage applies to **Covered Products** purchased and **Failures** that occur within the fifty (50) states of the United States of America or the District of Columbia.
10. Other Coverages: Coverage is secondary to any other applicable warranty, insurance, indemnity, or extended warranty available to **You**. Coverage is limited to only those amounts not covered by any Other Coverage. It is subject to the conditions, limitations, and exclusions described in this document. In no event will coverage under this **Agreement** apply as contributing insurance. This **Other Coverage** clause will take precedence over a similar clause found in other warranty, insurance or indemnity language.

VII. Subrogation

If any person or organization to or for whom the Administrator makes payment under this Program has rights to recover damages from another, those rights are transferred to the Administrator. That person or organization must do everything necessary to secure the Administrator's rights and must do nothing after a Loss to impair them. Any recovery or salvage on a Loss will accrue, entirely to the Administrator's benefit, until the sum paid by the Administrator has been recovered. Upon request from the Administrator, **You** will return to the Claim Center any damaged equipment.

VIII. Additional Terms and Conditions

- A. No person or organization, other than **You**, having custody of Covered Product will benefit from this coverage.
- B. **You** may not transfer this Membership.
- C. This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
 1. This Membership;
 2. The Covered Product;
 3. **Your** interest in the Covered Product; or
 4. A claim under this Membership.
- D. The Claim Center can replace the Member's Covered Product with remanufactured equipment of like kind or quality.
- E. Upon replacement of the damaged Covered Product, the damaged Covered Product will become property of the Administrator.

The Administrator does not authorize any other person to assume for them any other obligations or liabilities stated in these Terms and Conditions. **Our** performance for covered repairs under the Membership is insured separately by an insurance policy issued by Lyndon Southern Insurance Company.

For more information, please go to www.WholesaleWarrantyClub.com.