

SERVICE AGREEMENT

Please read these terms and conditions carefully so that you fully understand your coverage under this Agreement.

Please also review the order summary and/or purchase receipt provided to you at the time you purchased this Service Agreement. The Order Summary defines the Covered Product, Protection Plan Price, Coverage Start Date, Coverage Term of the Service Agreement.

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the **Obligor** of this Service Agreement and refers to the party obligated to You under this Agreement. The Obligor of this Agreement is Jacana Warranty, Inc., 1623 Central Ave Ste 201, Cheyenne, 82001, WY, (844)-452-2262.

Administrator shall mean Jacana, Inc. located at 1623 Central Ave Ste 201, Cheyenne, 82001, WY, 844-452-2262.

The following terms are used in the Order Summary

Protection Plan Price: The price you paid for this Service Agreement.

Effective Date: The date when the Service Agreement was purchased.

Expiration Date: The date the Service Agreement coverage ends.

Coverage Start Date: This is the date when coverage starts under this Service Agreement. The coverage begins from the Effective Date and the expiration of the Waiting Period unless otherwise specified on the order summary and/or purchase receipt.

Waiting Period: The period time from the Service Agreement Purchase Date through thirty (30) days during which time no Claims are considered for coverage under this contract, if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Service Agreement.

Coverage Term: This is the years of coverage, varying from one (1) to five (5) year(s), you receive under this Service Agreement, starting on the Coverage Start Date which begins after any Waiting Period. The Service Agreement is inclusive of any US manufacturer's warranty that may exist during the Coverage Term. It does not replace the manufacturer's warranty but provides certain additional benefits during the term of the manufacturer's warranty. This term of this Agreement is extended for the duration of any time that the item is being repaired under this Service Agreement.

Coverage Amount: The maximum coverage amount of this Service Agreement.

Coverage Limits: The total amount of Coverage shall not exceed the original price of the Covered or the manufacturer's suggested retail price.

Deductible: The applicable deductible, if any, for claims.

Market Value: The current market selling price of the device or in the event no market price is available, the device value will be based upon devices with similar features and functionality irrespective of brand.

Replacement Device: A device that is of equal or similar features and functionality that performs to the factory specification of the original Covered Product. The product may be a new, refurbished, or remanufactured product and may be a different brand, model, or color from the original Covered Product.

Act of War: Any warlike action by a military or paramilitary force, including without limitation in defending against an actual or expected attack; or any act which is associated with, connected with, or occurring in the course of war, or which directly precipitates or provokes war.

Computer System: Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, or wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

Cyber risk: Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any of the following: any unauthorized, malicious, or criminal act, or the threat of such act(s), involving access to, or the processing, use or operation of, any computer system; any error or omission involving access to, or the processing, use, or operation of, any computer system; any partial or total unavailability or failure to access, process, use, or operate any computer system; or any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any data, including any amount pertaining to the value of such data.

Political risk: Any one or more of the following: any event, organized resistance, or action intending or implying the intention to overthrow, supplant or change outside of normal legal processes the existing head of state, elected official, appointed official, government, or political, militarized, terrorist or ruling group; nationalization; confiscation; expropriation; deprivation; requisition; revolution; rebellion; insurrection; uprising; military and usurped power; or any action taken by a governmental authority in response to the foregoing.

2. **PRODUCT ELIGIBILITY** This Service Agreement covers devices of any size, and any brand sold in the United States under the following conditions.
 - A. Product release date was within the last 6 years and/or purchased new or factory refurbished within the last 6 years with a valid Proof of Purchase receipt.
 - B. PCs equipped with a Windows Operating System version Windows 7 or newer or Android version 1.6 or newer and Apple computers which are

equipped with an Apple operating system version OS X (10) or newer or Chrome OS.

- C. Smart Home products must utilize one of the following home networking solutions to be eligible for this Plan: enabled Wi-Fi, ZigBee, Z-Wave, Insteon, or Thread Group.
- D. Products used for Personal and/or Home Office use only. No commercial or educational use.

3. COVERAGES AND TERMS: This Service Agreement only provides benefits to the Contract Holder and only as expressly stated herein.

- A. This Service Agreement will cover a mechanical or electrical failure of the following eligible product(s) (“Product”) during normal usage for the Term of this Service Agreement if the Product is not covered under any other warranty, insurance policy, or service contract.
- B. This Service Agreement does not cover repair or replacement of the Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

C. **WHAT IS COVERED** : This Plan provides coverage for parts and labor costs to repair or replace your Product where the problem is the result of a failure caused by:

- i. Normal wear and tear;
- ii. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with your Service Agreement;
 - 1. Products eligible for ADH coverage are smart phones laptops, Desktop “All-In-One Computers”, tablets, portable DVD/Blu-ray players, portable handheld gaming devices, wearables, audio headsets, virtual reality headsets, and printer display screens only;
- iii. Damaged or defective buttons or connectivity ports located on Your Product;
- iv. Dust, internal overheating, internal humidity/condensation;
- v. Defects in materials or workmanship;
- vi. Smart Phone coverage includes two (2) Device Claims per calendar year of the Service Contract
- vii. Battery Coverage includes one (1) battery repair or replacement, when the original rechargeable battery is (i) not consumer replaceable and (ii) defective as determined by Us at Our sole discretion. We may require You to return Your original defective battery to Us to receive a replacement battery.
- viii. Defective Pixels: We will match the manufacturer’s warranty for the Term of Your Protection Plan.

1. Televisions & Monitors: In the absence of a manufacturer's dead pixel policy, We will cover:
 - a. Six (6) or more defective pixels for displays up to 17";
 - b. Eight (8) or more defective pixels for displays greater than 17".
 2. All Other Electronic Devices: In the absence of a manufacturer's dead pixel policy, We will cover a failure of three (3) or more defective pixels within a one square inch area of the display.
- ix. This Plan also provides the following additional benefits:
1. Power surge/fluctuation protection. Please see section 11 "POWER SURGE PROTECTION" for details.
- x. Specific details about Your coverage under this Plan are defined in your order summary or purchase receipt.

D. COVERED PRODUCTS: Defines the products covered under this Service Agreement

- i. Smart Phones:
 1. Limit of 4 device claims made in any twelve (12) month rolling period of the Service Agreement.
- ii. Home Office:
 1. Desktops, Desktop "All-In-One" Computers, laptops and tablets (collectively referred to as "COMPUTERS")
 - a. Each COMPUTER can include one (1) of each of the following accessories: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), modem and external desktop speaker set (wired).
 2. External Monitors
 3. Home routers (wired or wireless)
 4. External hard drives.
 5. Printers and multifunction printers.
- iii. Home Entertainment:
 1. OLED, QLED, UHD, LED, LCD televisions (collectively referred to as "television"). Televisions include coverage for the original remote control.
 2. DVD players, Blu-Ray players and portable DVD players (collectively referred to as "DVD players").
 3. Home theater that includes any of the following if purchased as a 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").
 4. Bluetooth and Wi-Fi enabled speakers.
 5. Audio/video streaming devices
 6. Audio headsets

- iv. Gaming Entertainment
 - 1. Gaming systems. Gaming systems include the original remote controls.
 - 2. Handheld Gaming
 - 3. Virtual Reality Headsets
 - 4. PC Gaming (Custom upgrades outside of the OEM manufacturer configuration not covered)
 - 5. Retro Gaming and Arcade
 - 6. Gaming Keyboards, Handsets, Mice
- v. Smart Home Products:
 - 1. Smart device hubs
 - 2. Smart light dimmers
 - 3. Smart thermostats,
 - 4. Smart smoke detectors
 - 5. Smart door locks
 - 6. Smart home security cameras
 - 7. Smart video doorbells
 - 8. Smart carbon monoxide detectors
- vi. Personal Wearables:
 - 1. Health and fitness bands
 - 2. Smart watches

4. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

If your covered product experiences a breakdown you can go online at <https://www.jacanawarranty.com/afc-homeclub/> and file a claim and explain Your problem. All claims must be authorized in advance. Unauthorized repairs or replacements may not be covered. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. We will attempt to troubleshoot the problem you are experiencing or in some cases require you to work directly with the OEM manufacture to identify the issue. If we cannot resolve the problem, you will be directed on how We will service your product.

5. HOW WE WILL SERVICE YOUR ITEM:

Depending on the item and failure circumstances, We will either:

- A. Repair your Product, or
- B. Provide a cash refund for the current Market Value of the device not to exceed the amount You paid for the Product, or
- C. Provide a Replacement Device new or refurbished product of equal features and functionality.

6. PLACE OF SERVICE:

At Our sole discretion we will determine where the work will be performed and what service option(s) will be provided based upon Covered Product, consumer location and device issues You provided. All applicable deductibles and service fees are required to be collected prior to initiation of service.

On-Site Service, We will arrange for Your Covered Product to be serviced at Your Home during regular business hours, Monday through Friday (except holidays). Technicians must have safe and clear unobstructed access to Your Covered Product and safe working conditions; and an adult (18 years or older) must be present. Covered Product installed in cabinetry and other types of built-in applications are eligible for service as long as you make the covered product reasonably accessible to the technician. We are not responsible for dismantling or reinstalling furniture, cabinetry, or fixed infrastructure. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

For Carry-In Service, You must take Your Device to, and collect it from, Our authorized service center.

Repair Depot Service, We will provide a free prepaid shipping label to our authorized service facility for repair, replacement or settlement. For fragile items like laptops, we may also provide you with a free prepaid Shipping Box to send your item to Us. You will be responsible for safe packaging and shipment. If the authorized service facility determines the item is in working condition or is not covered by Your Service Agreement, We will return the item to you or dispose of it at your request.

Self-Service, If we opt to offer self-service repair for your Covered Device, We will provide an authorized repair reimbursement amount for you to obtain repair services. You will be required to submit the repair receipt and We will reimburse you for the lesser of the actual repair cost or the authorized reimbursement amount less any required program deductibles and/or service fees. We will not reimburse you for any repair costs higher than the authorized reimbursement. In the event the repair quote is higher than the authorized reimbursement amount, you will get additional approval from Us **PRIOR TO DEVICE REPAIR**.

Replacement Products & Reimbursements: If we opt to provide you a replacement product, we reserve the right to take ownership of the original covered product. We may require that you return or send pictures of the original covered product 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 product.

7. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Service Agreement. shall not exceed the original price of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal

features and functionality, We will have no further obligations under this Service Agreement.

- A. **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product is not to exceed the original price of the Product; our liability in the event of any single claim is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; or (iv) the replacement value of the covered product, as determined by us, up to the per claim limit of this Plan.
- B. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000.00. The twelve (12) month rolling period begins on the date of your first claim. If you reach the \$5,000 aggregate claim limit, this Plan can be cancelled as described in 12. CANCELLATION (c) below.
- C. **IF YOU MEET OR EXCEED THE AGGREGATE LIMIT:** In the event you reach the aggregate claim limit and the product requires additional repairs, we may be able to provide you with information on how to get the product repaired, however, we will not be responsible for any costs related to these repairs. In such an event, your enrollment in this Plan will terminate and no future monthly charges will be due. A covered claim will apply to your aggregate claim limit for twelve (12) months after the claim is completed, at which point that claim will roll off your
- D. This Service Agreement does not provide any benefit or payment of any kind not expressly stated herein; for any implied warranty (including for merchantability, fitness for particular purpose, or fitness for use); for any fines, penalties, attorneys' fees, or indirect, consequential, or punitive damages or losses of any kind; for any bodily injury or property damage resulting from a defective product (including strict liability); or where it would be a violation of applicable law or regulation to provide such benefit or payment.
- E. This Service Agreement does not provide any benefit or payment for any loss directly or indirectly resulting from: cyber risk; political risk; war or acts of war; weapons of mass destruction; pollution or contamination (including threat thereof); nuclear reaction, radiation, or contamination; illegal activities of or on behalf of Contract Holder.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

8. YOUR RESPONSIBILITIES:

To receive service or support under the Service Agreement, you agree to comply with each of the terms listed below

- A. Provide us with a complete copy of proof of purchase and/or wireless monthly bill of the device, including make, model and serial number, prior to the inception of the coverage;
- B. Provide us photographic images of the device damage, the device label which contains the specific model, device serial number and manufacture information;
- C. You may also be required provide us with a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan;
- D. Pay the required service agreement deductibles prior to
 - a. Smart Phones - \$50
 - b. Home Office - \$50
 - c. Home Entertainment - \$50
 - d. Gaming Entertainment - \$50
 - e. Smart Home Products - \$25
 - f. Personal Wearables - \$25
- E. In the event of On-Site service, it's Your responsibility to have Your Covered Device uninstalled in the event the device is installed in a custom built in cabinetry or mounted higher than 6 feet off the floor.
- F. Properly maintain, store and use your item according to the manufacturer instructions.

9. WHAT IS NOT COVERED:

- A. Accidental Damage caused by a deliberate act or your negligence;
- B. Any product fraudulently described or misrepresented by You;
- C. Conditions that were caused by You or known by You prior to purchasing this Service Agreement;
- D. Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;
- E. Product(s) (a) has removed or altered serial numbers; (b) is not properly connected to a UL-approved surge protector; (c) is not properly installed or connected to a power source; (d) is not installed, maintained, used or repaired according to manufacturer specifications, manufacturer warranties, code, law, regulation, or ordinance; or (e) is purchased or, at the time You make the Service Call, is located outside of the contiguous United States;
- F. Any parts of, or items connected to, Your Devices, that are consumer replaceable and designed to be replaced throughout the life of the Device, such as: fuses, batteries or connectors;

- G. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- H. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including but not limited to , exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the product;
- I. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- J. Damage to hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- K. 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;
- L. Any damage to Your Devices that does not impede or hinder their normal operational function, such as scratches, abrasions, or changes in color, texture, or finish;
- M. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality or the covered product;
- N. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
- O. Items not included as standard with Your Devices, such as attachments, accessories, peripheral devices or any upgrades;
- P. We will not remove or cover the costs for installation, uninstallation or removal of TVs, home theater bundles, projectors or any other covered product;

10. POWER SURGE PROTECTION:

This Service Agreement protects against the operational failure of a covered Product resulting from a power surge while properly connected to an Underwriter Laboratories-approved surge protector.

11. FREE SHIPPING:

This Service Agreement covers all shipping charges to repair or service facilities during the term of coverage, including shipping to the manufacturer if the manufacturer does not cover shipping charges to their facilities.

12. CANCELLATION:

You may cancel this Service Agreement for any reason at any time. To cancel it, log in to <https://www.jacanawarranty.com/afc-homeclub/> 24 hours a day, seven days a week. If You cancel this Service Agreement within the first thirty (30) days after purchase of this Service Agreement You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this Service Agreement, You will receive a pro rata refund based on the time remaining on Your Service Agreement less any claims paid prior to the cancellation request. The refund will be sent to you within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Service Agreement at Our option, with no less than 15 days' notice to You: (a) for non-payment of the Price; (b) if We find that You already have coverage that is the same or similar to the coverage provided by this Service Agreement; (c) if We find that You are ineligible for this coverage; or (d) for Your (i) fraud or (ii) misrepresentation of facts that are material to this Service Agreement or benefits provided under it. We may cancel for any other reason on 60 days' notice to You.

If We cancel for (a) We will provide notice at time of cancellation no refund will be given. If We cancel for (b) or (c), We will refund the payments You have made less any claims paid by Us. In all other cases You will get a pro-rata refund less any claims paid by Us and provide written notice including effective date and reason for cancellation.

13. CHANGES TO THE PLAN: WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, ADMINISTRATION OF THE PLAN OR THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS WRITTEN NOTICE TO YOU. SUCH NOTICE MAY BE PROVIDED AS IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR 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.

14. GUARANTEE:

If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Jacana

Insurance Company.

ENTIRE CONTRACT: Unless amended by the State Specific Provisions, this Service Agreement sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan (“Service Agreement”) which conflicts with the laws of the state where you live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if your Service Agreement was purchased in one of the following states and supersede any other provision within your Service Agreement terms and conditions to the contrary.