

**MyTrueGuard Service
Plan Description**

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") CONSTITUTE A LEGAL CONTRACT BETWEEN YOU, US AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT, AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN.

- I. **OBLIGOR:** The company obligated under this Plan in all states is: MyTrueGuard whose address is: 1245 Hewlett Plaza, P.O. Box 122, Hewlett, NY 11557-2037, and phone number is 866-622-0303.
- II. **DEFINITIONS:** Throughout this Plan, the following words have the following meanings: (1) "**we**", "**us**", and "**our**" mean the company obligated under this Plan, as stated in the Obligor section of this Plan; (2) "**you**" and "**your**" mean the individual that purchased this Plan for residential or personal purposes; (3) "**administrator**" means: (a) MyTrueGuard Inc.. in all states, or by phone at: 866-622-0303; (4) "**retailer**" means the retailer of this Plan; (5) "**covered product(s)**" mean the eligible qualifying item(s) listed in Section V.(a) of this Plan that is/are owned by you and covered by this Plan; (6) "**breakdown**" means the mechanical or electrical failure of the covered product caused by: (i) defects in materials and/or workmanship; or (ii) power surge; or (iii) dust, heat or humidity; or (iv) normal wear and tear; and (7) "**replacement product**" means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
- III. **INSTRUCTIONS:** This Plan, including the terms, conditions, limitations and exclusions, and your receipt or enrollment confirmation, containing the commencement date of this Plan, constitute the entire agreement between you and us. Please keep this Plan and the enrollment confirmation for future reference; you may need them to obtain service. The covered product(s) must be in good working condition prior to your enrollment in this Plan. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the covered product(s). Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to the commencement of service; repairs to your covered product may result in the deletion of such data files.
- IV. **COVERAGE TERM:** The term and monthly billing for this Plan begins on the date you enroll indicated on your enrollment confirmation and continues on a month-to-month basis unless cancelled. **There is a thirty (30) day waiting period after the Plan term begins before coverage becomes effective and you can make a claim. COVERAGE UNDER THE PLAN BECOMES EFFECTIVE THIRTY-ONE (31) DAYS AFTER YOUR PLAN TERM BEGINS; NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN.** There will be no lapse in coverage if you relocate, provided that you continue your enrollment in the Plan and notify us of the relocation. In the event your covered product is being serviced by us when this Plan expires, the term of this Plan will be extended until the covered repair has been completed and the covered product has been delivered to you.
- V. **WHAT IS COVERED:** This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract, up to the Plan Limits of Liability in Section X. If your covered product experiences a breakdown, we will, at our discretion: (1) repair the covered product, (2) replace the covered product with a replacement product, (3) reimburse you for authorized repairs to the covered product or (4) reimburse you in the form of a gift card or check for the replacement cost of the covered product.

as determined by us, based on its replacement value, age and condition of the covered product, as determined by us, immediately prior to the breakdown. Non-original parts may be used for repair of the covered product. On-site, depot or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim.

- a. **COVERED PRODUCTS:** This Plan covers an unlimited quantity of the following products, of any size, and any brand, as outlined below, not to exceed 15 years of age at the time of claim.

MAJOR HOME APPLIANCES COVERED:

- Refrigerator
- Freezer
- Oven
- Range
- Cooktop
- Microwave
- Dishwasher
- Washer
- Dryer
- Freestanding Ice Maker

- b. **CARRY-IN SERVICE:** If the covered product requires service, we may instruct you to bring it to an authorized repair center for repair. Non-original parts may be used for the repair of the covered product.
- c. **ON-SITE SERVICE:** If the covered product requires on-site service, 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. If our technicians determine that certain repairs cannot be completed where the covered product is located and must be repaired at another location, this Plan will cover standard shipping and handling costs. Covered products 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 or fixed infrastructures when removing or reinstalling repaired or replaced covered products into furniture or cabinetry. Non-original parts may be used for repair of the covered product.
- d. **REPAIR DEPOT SERVICE:** If the covered product is not serviced on-site, it may be shipped to a designated repair depot for service. We will send you a prepaid shipping label and instructions for shipping your covered product to our authorized service center. Non-original parts may be used for repair of the covered product.
- e. **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.

- VI. **HOW TO MAKE A CLAIM:** In the event your covered product experiences a breakdown, at least thirty-one (31) days after the term begins, you may file a claim by going online to www.MyTrueGuard.com twenty-four (24) hours a day, seven (7) days a week or by calling 866-622-0303. **You must file your claim prior to having service; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** If your covered product requires service, a service fee for each approved claim may apply, as described in Section VIII. We may require you to fill out a claim facilitation form and/or provide a copy of your State or Federal issued photo I.D., other than a professional or student license or I.D., prior to receiving service or replacement or reimbursement for the covered product. Any abuse of this Plan by you, including but not limited to filing a claim for a product not belonging to you, may result in cancellation of this Plan. The cost to repair or replace the covered product cannot exceed the available balance of funds under the aggregate claim limit, as set forth in Section X.(b). All claims under this Plan must be reported to us within sixty (60) days after cancellation of this Plan.

- VII. **INTERNATIONAL SERVICE:** Service under this Plan is not available outside of the United States.

- VIII. **SERVICE FEE:** In the event your covered product experiences a breakdown, you must pay a service fee in the amount of ninety-nine dollars (\$99), plus applicable taxes. The service fee must be paid and received in advance of service being provided and may be paid with a valid debit or credit card.

- IX. **PAYMENT:** You agree to pay the monthly fee for this Plan, which was disclosed to you at the time you enrolled in this Plan. The monthly fee, plus applicable taxes, will be billed on a monthly basis on to the credit or debit card you provided when you enrolled. Non-payment by you will result in cancellation of the Plan. It is your responsibility to maintain a valid credit or debit card with us to process payments, and failure to do so may result in cancellation of the Plan.
- X. **PLAN LIMITS OF LIABILITY:**
- a. **PER CLAIM LIMIT:** The maximum amount we will pay for any single claim on a covered product 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.
 - b. **AGGREGATE CLAIM LIMIT:** The maximum amount we will pay for all claims made in any twelve (12) month rolling period is \$5,000. 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 will be cancelled as described in Section X.(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 account and that claim, or the associated costs will be added back to your available aggregate claim limit balance.
 - d. **IF YOU RE-ENROLL OR MAKE CHANGES TO YOUR PLAN:** Re-enrollment in this Plan following cancellation for meeting or exceeding the twelve (12) month aggregate claim limit will be subject to our approval. If you enroll in a different plan offered by the seller for which we are the Obligor, the cost of any claims made under this Plan will carry forward and apply to the aggregate claim limit of the new plan. If you terminate this Plan and re-enroll at a later date, the cost of any claims made under this Plan within twelve (12) months of your re-enrollment date will remain on your account and apply to the aggregate claim limit when you reenroll.
- XI. **REGISTRATION:** Registration of this Plan is not required. At your option, you may register the covered products at any time during the coverage term. To perform this registration, please go online to www.MyTrueGuard.com or call 866-622-0303. Changes and/or updates to your registered covered products can be made by updating your account at the www.MyTrueGuard.com or 866-622-0303 listed above.
- XII. **EXCLUSIONS:** This Plan does not cover the following:
- a. Consequential, incidental, special or indirect damages or losses, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort;
 - b. Pre-existing conditions at the time of your enrollment in this Plan;
 - c. 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, cleanings and alignments, cosmetic damage and problems due to improper preventative maintenance and/or non- factory authorized installation or repairs;
 - d. Breakdown resulting from: improper installation or setup, use not approved in the manufacturer's specifications, unauthorized modifications, alterations, repairs or repair personnel;
 - e. Breakdown due to any design flaw or systemic manufacturing defect, or breakdown covered by a manufacturer's warranty or manufacturer's recall in effect at the time of the failure;
 - f. Breakdown caused by acts of God or other disaster (whether natural, man-made, 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;
 - g. Costs associated with installation or uninstallation of any covered product;
 - h. Products that are not owned by you, leased and rented products, or products that are not customarily located in your specified residence;
 - i. Breakdown that occurs either while the covered product is in storage or in the course of transit, delivery, or redelivery, other than when located at our designated repair depot;

- j. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups, minor adjustments and settings outlined in the owner's manual that the user can perform, or costs related to any service request which results in customer education or no problem found;
- k. Covered products whose serial number has been altered or removed;
- l. Theft or loss of the covered product;
- m. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- n. Special needs accessories including, but not limited to: handset boosters and visual ring indicators;
- o. Parts intended for periodic replacement including, but not limited to: bulbs, external power supplies, styluses, antennas, cartridges, filters, batteries, knobs, refrigerator coil brushers, drying lint brushes, aluminum vents, washer hoses, washer fresheners, remotes, bags, belts, humidifiers, electrical systems, plumbing systems, plumbing stoppage, as well as common systems and appliances used in a communal area;
- p. Covered products located outside the United States;
- q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
- r. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
- s. Interior and exterior pipes or plumbing;
- t. 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;
- u. Breakdown resulting from failure to maintain proper levels of lubricants or coolants, resulting from using contaminated or improper lubricants;

XIII. **RENEWAL:** This Plan renews from month-to-month unless cancelled.

XIV. **TRANSFER:** This Plan is not transferable.

XV. **CANCELLATION:** This Plan is provided on a month-to-month basis and can be cancelled by you at any time for any reason by notifying the administrator at 1245 Hewlett Plaza, P.O. Box 122, Hewlett, NY 11557-2037, or via email at help@MyTrueGuard.com, or by calling 866-622-0303. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If you fail to pay any monthly fee due under this Plan, this Plan will be cancelled immediately without notice.

XVI. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE PLAN OBLIGOR, ADMINISTRATOR OR SELLER 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 COVERED PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.

XVII. **FORCE MAJEURE:** We are not 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.

NON-WAIVER: Our failure in any circumstance to require strict compliance with any term or condition in this Plan 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 in this Plan.

XVIII. ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above). Most of your concerns about this plan can be addressed simply by contacting us at 866-622-0303. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. **THIS A.A.:**

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

2. **ARBITRATION PROCESS:**

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, 1245 Hewlett Plaza, P.O. Box 122, Hewlett, NY 11557-2037. Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
 - b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
 - c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
3. **FEES:**
If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
4. **ARBITRATION DECISION:**
- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
 - b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or \$3,000.
 - c. We waive any right we have to recover attorney’s fees and expenses from you if we win the arbitration.
If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.

Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

Administered by:
MyTrueGuard
1245 Hewlett Plaza,
P.O. Box 122,
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