

SERFF Tracking Number: WWY-125908588 State: Arkansas
Filing Company: World Wide Warranty, Inc. State Tracking Number: # \$0
Company Tracking Number:
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: AR - MPP to MyDemy
Project Name/Number: AR - MPP to MyDemy/

Filing at a Glance

Company: World Wide Warranty, Inc.
Product Name: AR - MPP to MyDemy SERFF Tr Num: WWY-125908588 State: Arkansas
TOI: 33.0 Other Lines of Business SERFF Status: Closed State Tr Num: # \$0
Sub-TOI: 33.0004 Service Contracts Co Tr Num: State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Becky Harrington, Betty Montesi
Author: Paul Brassard Disposition Date: 11/19/2008
Date Submitted: 11/18/2008 Disposition Status: Accepted For Informational Purposes
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:
No fee required.

General Information

Project Name: AR - MPP to MyDemy Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/19/2008
State Status Changed: 11/19/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
By submitting this filing we certify that the attached filing has been completed in accordance with Arkansas legislation and is in compliance with applicable Arkansas Laws and Rules

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Company and Contact

Filing Contact Information

(This filing was made by a third party - worldwidewarranty)

Darlene Wagg, Manager of Risk darlene.wagg@thew3solution.com
1455 Bellevue Avenue. Suite 300 (604) 922-0305 [Phone]
West Vancouver, BC V7T 1C3 (604) 926-5668[FAX]

Filing Company Information

World Wide Warranty, Inc. CoCode: State of Domicile: Nevada
1455 Bellevue Avenue. Suite 300 Group Code: Company Type:
West Vancouver, BC V7T 1C3 Group Name: State ID Number:
(604) 922-0305 ext. [Phone] FEIN Number: 88-0472714

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

SERFF Tracking Number: WWY-125908588

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State Tracking Number: # \$0

Company Tracking Number:

TOI: 33.0 Other Lines of Business

Sub-TOI: 33.0004 Service Contracts

Product Name: AR - MPP to MyDemy

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Becky Harrington Informational Purposes		11/19/2008	11/19/2008

SERFF Tracking Number: *WWWY-125908588* *State:* *Arkansas*
Filing Company: *World Wide Warranty, Inc.* *State Tracking Number:* *# \$0*
Company Tracking Number:
TOI: *33.0 Other Lines of Business* *Sub-TOI:* *33.0004 Service Contracts*
Product Name: *AR - MPP to MyDemy*
Project Name/Number: *AR - MPP to MyDemy/*

Disposition

Disposition Date: 11/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Accepted for Informational Purposes	Yes
Form	NAIC P&C Transmittal Document	Accepted for Informational Purposes	Yes
Rate	MPP Plus Terms and Conditions	Accepted for Informational Purposes	Yes
Rate	P3 US Terms and Conditions	Accepted for Informational Purposes	Yes
Rate	Mack Camera Terms and Conditions	Accepted for Informational Purposes	Yes
Rate	P3 HVAC Terms and Conditions	Accepted for Informational Purposes	Yes
Rate	MyDemy Terms and Conditions	Accepted for Informational Purposes	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Informational Purposes	NAIC P&C Transmittal Document	PC TD	March 1, 2007	Policy/Coverage New Form			Arkansas P&C Transmittal Document.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

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Rate Information

Rate data does NOT apply to filing.

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Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Accepted for Informational Purposes	MPP Plus Terms and Conditions	PLUS PRODUCT PROTECTION PLAN;Form PLUS-1	New	PLUS_Terms_07.pdf
Accepted for Informational Purposes	P3 US Terms and Conditions	P3 US TC - Nov 08	New	P3 US TC - Nov 08.pdf
Accepted for Informational Purposes	Mack Camera Terms and Conditions	Mack Camera US TC Nov 2008	New	Mack Camera US TC Nov 2008.pdf
Accepted for Informational Purposes	P3 HVAC Terms and Conditions	P3 HVAC T_C Nov 2008	New	P3 HVAC T_C Nov 2008.pdf
Accepted for Informational Purposes	MyDemy Terms and Conditions	MyDemy TC Final Nov 2008	New	MyDemy TC Final Nov 2008.pdf

PLUS PRODUCT PROTECTION PLAN

Terms and Conditions

CONGRATULATIONS:

You have just made a smart consumer decision to protect Yourself from the future cost of repairing Your new product by purchasing the Plus Product Protection Plan (the "Plan"). **Please keep this Plan, Your sales receipt or other proof of purchase for this Plan and Your sales receipt for Your West Marine product together in a safe place. You will need them to verify Your coverage under this Plan.** All of these are incorporated in and made a part of this Plan. This information will serve as a valuable reference guide and will help You determine what is covered by the Plan. By purchasing this Plan, You consent to the use and transmission of Your customer information only in connection with the Plan.

DEFINITIONS:

Throughout the Plan, the words "**We**", "**Our**", or "**Us**" mean the party or parties contractually obligated to provide service under this Plan which is World Wide Warranty, Inc. d/b/a W3 Solutions, whose address is #300-1455 Bellevue Avenue, West Vancouver, British Columbia, Canada and whose toll free phone number is 1-866-647-3512, except as follows: 1) in AR, CA, CO, KS, ME, MI, MN, MO, NC, NJ and PA the party obligated is the West Marine dealer from which You purchased the Covered Product; 2) in Washington, W.W. Warranty, Inc., whose address is #300-1455 Bellevue Avenue, West Vancouver, British Columbia, Canada, V7T 1C3; and 3) In Florida and Oklahoma, W.W. Warranty of Florida, Inc., whose address is #300-1455 Bellevue Avenue, West Vancouver, British Columbia, Canada, V7T 1C3. The words "**You**" and "**Your**" refer to the purchaser of this Plan or to the person to whom it was properly transferred. "**Proof of Purchase**" means Your sales receipt or other evidence showing the date and purchase price of this Plan or Your West Marine product as applicable, which receipt or other evidence is incorporated herein by reference. W3 Solutions, whose address is #300-1455 Bellevue Avenue, West Vancouver, British Columbia, Canada, is the Administrator of this Plan.

PRODUCT ELIGIBILITY, COVERAGE AND TERM:

Coverage under this Plan only applies after expiration of the manufacturer's original written warranty With the exceptions of 1) Wear and Tear and 2) Power Surge coverage and 3) Onboard service for covered products with a value of over \$750.00 which commence on the date of purchase. For assistance in obtaining service during the manufacturer's original warranty period simply e-mail us at service@theW3solution.com or call 1-866-647-3512. For Service under this Plan see "If Your Covered Product Needs Repair" below.

This Plan covers eligible West Marine products purchased as new and manufactured for use in Canada or the United States, which at the time of purchase included a manufacturer's original written warranty valid in Canada or the United States providing minimum coverage of one (1) year parts and ninety (90) days labor with a minimum of ninety (90) days of parts coverage remaining at the time of Plan purchase (a "**Covered Product**"). This Plan covers all defects in materials and workmanship that would normally be covered by the original manufacturer's written warranty, unless otherwise excluded by the terms and conditions stated herein. Coverage only applies to Covered Products used non-commercially, unless otherwise indicated.

We agree to repair or replace the Covered Product(s) in the event they are rendered inoperable through normal usage due to defects in materials or workmanship, normal wear and tear or power surge, subject to the terms and conditions listed below, for a period of either one (1) year or two (2) years (as indicated on Your Proof of Purchase) commencing immediately following the expiration of the manufacturer's original written warranty (the "Term") With the exceptions of 1) Wear and Tear and 2) Power Surge coverage which commence on the date of purchase. In no event shall the manufacturer's original written warranty and the Term of the Plan combine to exceed five (5) years from the original purchase date of the Covered Product. Products with a value of over \$750.00 that are fixed to the boat are eligible for onboard service at no additional cost from the date of purchase.

Coverage under this Plan commences immediately following the expiration of the manufacturer's original written warranty. If the manufacturer's warranty offers a different coverage period for parts than for labor, this Plan shall commence immediately following the expiration of the shortest portion of the manufacturer's coverage period.

CONDITIONS:

We reserve the right, in Our sole discretion, to repair or replace Your Covered Product. In the case of repair, We reserve the right to use rebuilt or remanufactured parts. In the case of replacement, We reserve the right to replace Your Covered Product with a comparable product of like kind and quality. Technological advances may result in a replacement product with a lower selling price than the original product. The price of any single repair or replacement shall not exceed the original retail purchase price of the Covered Product. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this Plan not to exceed the purchase price paid for the Covered Product. Replacement of a Covered Product will fulfill this agreement in its entirety and will discharge all further obligations under this Plan, where allowed by law. Replacement products will include a manufacturer's warranty and You will have the opportunity to purchase a new extended service contract if the replacement product is eligible for coverage under such a plan.

In the event that replacement parts needed for repair or a replacement product should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the Plan, less claims paid, if any, and subject to any laws which may override this condition. In no event shall We be liable for any damages as a result of the unavailability of replacement parts or products.

EXCLUSIONS FROM COVERAGE:

This Plan does not cover any of the following:

- Unauthorized repairs or modifications or damage resulting from said repair, subject to applicable federal, provincial or state law;
- Any repair covered by the manufacturer's warranty;
- Repairs to cosmetic parts or repairs required due to deterioration of the appearance or finish of the product including, but not limited to: rust, scratches, peeling, dents, damage to cabinetry, warping or rusting of any kind in the housing, case, or frame of the Covered Product or any non-operating part, including plastic or decorative parts;
- Recall, or rework requested by the manufacturer regardless of the manufacturer's ability to pay for such repairs;
- Components not covered by the manufacturer's warranty of the Covered Product(s);
- Reception and transmission problems resulting from external causes;
- Cleaning or regular maintenance including, but not limited to, condenser/evaporator coils, head/tape drives;
- A product with removed or altered serial numbers;
- Replacement of light bulbs, filters, cables, accessories, disposable batteries, any add-on devices, tapes, diskettes, exterior antenna, fuses, print ribbons, print heads, toner cartridges and/or all products with a pre-determined life expectancy;
- Set up or installation, any adjustment to antenna systems, reformatting of hard drives or diskettes, system and/or software configuration or data recovery;
- Loss of use during the period the product is at a repair facility or otherwise awaiting parts; or

In addition, this Plan does not cover any loss or damage resulting from:

- Pre-existing conditions that occur or arise prior to the effective date of this Plan (any condition that within all reasonable probability relates to the fitness of the product prior to purchase of this Plan);
- Liquid intrusion unless the original written manufacturer's warranty explicitly warrants the Covered Product to be "Submersible" and/or "Waterproof", misuse, abusive use, theft, neglect, vandalism, environmental conditions (fire, flood, corrosion, dirt, sand, windstorm, hail, earthquake or exposure to weather conditions), or impact;
- Software and software related problems or damage resulting from computer viruses;
- Improper use of electrical power supply or loss of power with the exception of product damage due to power fluctuation or surge which is covered;
- Failure to provide manufacturer's recommended maintenance;
- Foreign objects found inside the Covered Product;
- Burned-in phosphor in video display units;
- Improper installation of components or peripherals, removal and reinstallation of an internal component; or
- Transportation damage, collision with another object or any damage while the product is in transit.

If We find no defect or if We deny the repairs based on the terms and conditions of this Plan, You will be solely responsible for all costs incurred.

LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF THE PLAN OBLIGOR, WEST MARINE PRODUCTS, INC., WORLD WIDE WARRANTY, INC., W.W. WARRANTY, INC., W.W. WARRANTY OF FLORIDA, INC., OR THE INSURER, UNDER THIS PLAN WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR ANY OTHER THEORY OF LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA AND THE LIKE), EVEN IF ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERY FOR SUCH DAMAGES.

IF YOUR COVERED PRODUCT NEEDS REPAIR:

REPAIR

If Your Covered Product needs repair and is no longer covered by the manufacturer's original written warranty, You must either e-mail Us at service@theW3solution.com or call Our toll-free number at 1-866-647-3512 to obtain authorization before having repairs made. For faster service, please include your name, address, phone number, make, model and serial number of Your unit and a detailed description of the problem Your unit is experiencing or have Your Proof of Purchase for the Covered Product and the Plan available when You call. When You e-mail or call, We will refer You to an authorized service center. If authorized local service is unavailable, the costs incurred to ship Your Covered Product to an authorized service center and the cost of the return freight within Canada or the fifty (50) United States is covered by this Plan. This Plan only covers pre-authorized service at an authorized service center, subject to applicable federal, provincial or state law, unless Your Covered Product qualifies for product replacement (Please see below for details).

REPLACEMENT

Covered Products with a retail purchase price up to \$399.99 qualify for product replacement during the Term of the Plan, upon expiration of the manufacturer's original written warranty. The Covered Product will need to be deemed defective based on the terms and conditions of the Plan before a Claim Number will be issued. You must return the product to the nearest West Marine location to confirm that the product is defective and qualifies for a product replacement or e-mail Us at service@theW3solution.com or call Our toll-free number at 1-866-647-3512. In the event you are not located close to a West Marine Store a replacement product will be shipped to You upon receipt of the defective Covered Product. The cost of shipping the defective covered product and the return freight within Canada or the fifty (50) United States is covered by the Plan.

To obtain service within Canada or the United States, please e-mail Us at service@theW3solution.com or call Our toll-free telephone number:

1-866-647-3512

Live service response available Monday - Friday from 6:00am to 4:30pm (PST).

INTERNATIONAL SERVICE:

For Covered Products that require service while You are outside of the Continental United States or Canada, please call Us collect at (604) 922-0305 and We will attempt to find an authorized service center at Your location. If local service is unavailable, the Plan will cover the costs incurred to ship Your Covered Product to and from an authorized service center. International Service is available only during the Term of the Plan as defined herein.

TRANSFERS AND EXCHANGES:

This Plan is transferable (free of charge) to a new owner, or to a new product if the Covered Product is exchanged during the manufacturer's warranty and the new product is in the same price tier as the original. If that is not the case, the original Plan needs to be returned and the appropriate Plan purchased. The Plan transferred to the new product will commence at the end of the new manufacturer's warranty period (if applicable).

OTHER SERVICE CONTRACTS OR INSURANCE:

If Your Covered Product is covered under another valid service contract and/or any insurance policy, this Plan will provide coverage over and above the other service contract and/or the insurance policy.

CANCELLATION:

You may cancel this Plan at any time by providing notice to World Wide Warranty, Inc., at the address indicated above. We may cancel this Plan only in the event of fraud or material misrepresentation. Your failure to pay any amount due hereunder, violation of any of the terms and conditions set forth herein, or as required by any regulatory agency. If You cancel within the first forty-five (45) days of the date You purchased this Plan, You shall receive a full refund of the purchase price, less the cost of any service provided hereunder. If You cancel after the first forty-five (45) days of coverage or after You make a claim, You shall receive a pro rata refund of the purchase price less the cost of any service provided and a cancellation fee equal to the lesser of \$25 or 10% of the Plan purchase price. If We cancel this Plan, You shall receive a refund of 100% of the pro rata purchase price less the cost of any service provided. Refunds owed and not paid within thirty (30) days shall include a ten percent (10%) penalty per month. In Florida and Oklahoma, if the Plan is cancelled by You, return of the purchase price shall be based upon ninety percent (90%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You. In the event the Plan is cancelled by W.W. Warranty of Florida, Inc., return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on behalf of You.

BINDING ARBITRATION:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as follows: Wyoming, binding arbitration is prohibited and arbitration will be handled in compliance with the Wyoming Arbitration Act; and Arizona, where it is understood that no arbitration clause attached to a filed Service Contract may be construed to prevent an AZ consumer from their rights to file a complaint with the A.D.O.I., including those subject to provisions of A.R.S. §§ 20-1095.04 and 20-1095.09.

INSURANCE:

This Plan is not a contract of insurance; however, the obligations hereunder are fully insured in the United States by General Fidelity Insurance Company whose address is 201, Tryon Street, Charlotte, NC 28255 and whose phone number is 1-800-382-2150 and in Canada by St Paul Guarantee Insurance Company whose address is 77 King Street W., 34th Floor, Toronto, Ontario M5K 1K2 and whose telephone number is 1-800-387-1581. If You have filed a claim under this Plan and do not receive service within sixty (60) days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above.

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner.

California only: The forty-five (45) day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816,

PLUS PRODUCT PROTECTION PLAN; Form PLUS-1 (revised February 2007) West Marine

Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. Refunds will be based on the excess of the consideration paid for this Plan above the customary short rate for the expired term of the Plan. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. In the event We cancel this Plan, no cancellation fee shall apply and We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, which notice shall indicate the date of cancellation and the reason for cancellation. 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. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

New Mexico only: 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; or 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.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation.

Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

TO RENEW YOUR PLAN:

To renew Your coverage, please call 1-866-647-3512 on or before the expiration date of this Plan. Renewal prices will reflect the age of the Covered Product, current service costs, and product repair experience.



USA Performance Protection Plan Terms and Conditions

This Plan applies exclusively to the item(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan, and sold in the United States.

Terms:

W3 Solutions (W3) agrees with the purchaser of the product(s) and this Plan (OWNER), to cover manufacturer's defects in materials and workmanship that are the result of normal usage for a period specified on your sales receipt and/or P3 Contract, subject to a maximum combined coverage period of five (5) years from the original date of purchase for all eligible products covered. The Plan covers eligible products purchased, including its accessories, as new and manufactured for use in the United States, which at the time of purchase included a Manufacturer's original warranty valid in the United States providing minimum coverage of ninety (90) days for parts and/or labor. The Plan begins on the expiry date of the Manufacturer's warranty and is between W3 and the OWNER. This Plan pays for parts and labor for functional components. Functional parts are those component parts that are critical to the performance of the product's essential function. Nonfunctional parts are those parts that are not critical, knobs, handles or cosmetic parts. W3 will repair or replace the unit or any parts thereof, as required, subject to these terms and conditions. W3 is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product. For replacement/exchange plans we will direct you to the location to exchange the Covered Product.

General Conditions:

Along with the wording of original equipment manufacturer's warranty, the following terms and conditions will apply:

- a. This Plan does not cover failure as a result of: normal wear and tear, misuse, abuse, rust or corrosion, spilled liquids or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, external causes such as, but not limited to, blown fuses, inadequate electrical power, water and gas lines beyond the equipment, plugged drains, normal wear and tear, or any use of the product not authorized by the manufacturer.
- b. Should it be discovered that a blown speaker has been subjected to abuse, excessive power or distortion (i.e. excessively burnt, bent or separated voice coils); torn or punctured cones, spiders and surrounds; or other signs of misuse or neglect the claim will be denied.
- c. The maximum liability of this Plan for product replacement or repair shall not exceed the original purchase price for the product.
- d. W3 reserves the right to repair or replace the Covered Product with a comparable feature model of like kind and quality. Product replacement under this Plan will fulfill this agreement in its entirety and will discharge all further obligations under this Plan and the Plan shall terminate.
- e. Replacement parts used will be new, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product at the option of W3.
- f. This Plan does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as paint, porcelain, glass or plastic, dents, scratches, chips, breakage, loss, rust or peeling.
- g. Plan coverage is provided for personal use of products only. Products used for commercial purposes are excluded from coverage.
- h. Any damage resulting from unauthorized replacement parts, improper service or modifications made to the Covered Product are not covered by this Plan.
- i. If no defect is found (no fault found) or repairs are denied based on the terms and conditions of the Plan, the Plan owner will be responsible for all costs incurred.
- j. Replacement of batteries, light bulbs, fuses, filters, print ribbons, print heads including non-removable print heads, toner cartridges, drums or any other products with a pre-determined life expectancy are excluded. Built-in rechargeable batteries which cannot be removed (such as those contained in MP3 players and GPS's) are not considered consumable and as such will be covered under this Plan.
- k. Charges incurred for the following items are not covered by this Plan: set up or installation, reformatting of hard drives and diskettes, system and software configuration or data recovery.
- l. Any loss occurring during the manufacturer's Plan is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of this Plan is excluded.
- m. W3 and the Federally Licensed Insurance Company are released from all liability due to indirect, consequential or incidental damages.
- n. Any loss resulting from collision with another object or any damage while the product is in transit is excluded.
- o. Any costs and damage related to installation and/or reinstallation of products are not covered under this Plan.
- p. Upon approval by W3, this Plan is transferable; to a subsequent owner, or a new product if the Covered Product was replaced by any party other than W3.
- q. The Plan owner may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. W3 may cancel this Plan for reasons, including but not limited to, misuse of the product, unauthorized modifications to the product or commercial use of the product. In the event of cancellation by W3 (except for non-payment), W3 will provide the Plan owner with a pro-rata refund.

W3Solutions

71 Washington Street, Nevada
89503
1-866-932-9604

- r. Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded.
- s. If service under the Plan is provided on site at your location, a person who has reached the legal age of majority must be present at all times during the service call. Should a unit covered under this Plan require service for warrantable defect, on site service will only be offered for entitled products within a 25 mile radius of an authorized service centre. In the case where a product falls outside of this designated radius, it will be the sole responsibility of the Plan owner to arrange for transportation of the unit to an authorized service centre at their own cost.
- t. In the event that a Covered Product is damaged by lightning or a power surge, coverage under this Plan will apply, excluding software or data, in excess of any other insurance policy in force at the time the damage occurred provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.
- u. Should parts no longer be available for warranted product, W3 shall be excused from performance under this plan and will refund the Plan owner the cost of the Plan.
- v. No deductible shall apply for warrantable claims.

Accidental Damage Protection (ADP) Conditions for Laptops:

If ADP has also been purchased the following terms and conditions apply:

- a. ADP coverage specifically excludes damages caused by intentional acts, fire, flood, other acts of God, theft or loss.
- b. ADP coverage must be purchased at the same time the Covered Product was purchased.
- c. W3 agrees to repair or replace your Covered Product in the event your product is accidentally damaged by dropping, liquid spills, extremes of temperature or power surge, subject to the conditions included herein.
- d. This Plan provides for one ADP claim of a product covered by ADP during the coverage period. Terms in General Conditions (c) and (d) apply.

Others:

- a. W3 will make every attempt during the troubleshooting process to confirm whether the problem is related to hardware or software failure. If after service is performed, it is determined that the cause of the problem was software related including, but not limited to, software errors resulting from improperly functioning or defective software, computer viruses, or any problems related to customized or proprietary software, computer games, peripheral equipment, internet access, or USB devices, the Plan owner will be responsible for all costs incurred.
- b. This Plan provides pixel coverage for video display products based on the manufacturer's guidelines but excludes all incidents of burn-in regardless of manufacturer coverage.
- c. "Lemon Aid" Policy – While covered under the manufacturer's warranty and this Plan and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair, as determined by our authorized service centre W3 will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to W3 in order to qualify for replacement. Product failures must be covered by the terms and conditions of this Plan.
- d. In the event of mechanical failure of a freezer covered by the terms and conditions of this Plan which causes spoilage of frozen foods W3 will refund the amount of the actual loss to a maximum of \$250.00 during the term of this Plan.
- e. If exchange coverage was purchased which is specified on your bill of sale and/or P3 Contract your product will be replaced if the failure is covered by the Plan's terms and conditions. W3 requires that the defective product be shipped to W3 for fault verification prior to replacement. Replacement terms in General Conditions (c) apply.
- f. If date of purchase coverage was purchased which is specified on your bill of sale and/or P3 Contract all coverage enhancements of the Plan will be applicable throughout the coverage period including the period during the manufacturer's warranty.

To Arrange for Service:

Call 1-866-932-9604 or e-mail us at service@thew3solution.com prior to arranging service. Pre-approval from W3 is required prior to proceeding with a repair or replacement. If pre-approval is not obtained W3 reserves the right to deny the claim. Please have your original bill of sale available so our Customer Service Representative is able to quickly arrange for service by an authorized service provider.

BINDING ARBITRATION:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



INSURANCE:

This Plan is not a contract of insurance; however, the obligations hereunder are fully insured in the US by General Fidelity Insurance Company whose address is 201 N. Tryon St. Mailcode: NC1-022-05-01 Charlotte, NC 28255 and whose number is 1.866.763.7790. If You have filed a claim under this Plan and do not receive service within 60 days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above. Please enclose a copy of Your Plan when sending correspondence to the Insurer. The Obligor (W3) and Administrator (W3) may be contacted at the following address: 71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604.

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner. Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, under the provisions of ARS 20-1095.04 and 20-1095.09

California only: The 45 day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The **Binding Arbitration** condition is not applicable in the state of Florida.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. The obligor, W3 Solutions, may only cancel the agreement for the reasons of fraud, misrepresentation or non-payment. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. For cancellations made by the obligor, W3 Solutions, refunds will be issued on a 100% pro-rata basis. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. The **Binding Arbitration** condition is not applicable in the state of Georgia.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois only: The Obligor, W3 Solutions, may be contacted at the following address: 71 Washington Street, Reno NV, 89503. In the event that the owner of this Plan cancels within 30 days, W3 Solutions will provide a full refund. If the cancellation is made after 30 days W3 Solutions will provide a pro-rata refund minus 10% of the service contract price not to exceed \$50.00.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: Emergency – if the emergency involves the loss of heating or cooling, and renders the dwelling uninhabitable, repairs will commence within 24 hours after the report of the claim. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. A service contract is void and the provider must refund to the purchaser the purchase price of the contract if no claim has been made and the purchaser returns the contract within 20 days after the date that the provider mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract when it is purchased (or within a longer period if so stated in the service contract). 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. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.



New Mexico only: 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; or 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.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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.

In the event you cancel the contract within the first 30 days and no claim has been authorized or paid, and no claim has been authorized or paid, you are entitled to a full refund. If you cancel the contract after the 30 days, or have made a claim within the first 30 days, we shall retain ten percent of the unearned pro rata contract price or \$50, whichever is less. If the administrator cancels the contract, 100% of the premium will be refunded. The Obligor and Administrator, W.W. Warranty of Florida, Inc. doing business as W3 Solutions may be contacted at the following address: 71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If emergency service is needed outside of regular business hours You are required to call us and leave a message at **1-866-932-9604** or e-mail us at service@thew3solution.com to advise that You are acquiring emergency service. A representative will contact you on the following business day to make arrangements and review your claim. If applicable, You will be advised to send in Your invoice and reimbursement will be issued.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

Wyoming only: W3 Solutions shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. W3 Solutions permits the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 service contract to the provider. Binding arbitration is not applicable and will be handled in accordance with the Wyoming Arbitration Act.

Mack Camera Terms and Conditions Camera Product Class

This plan applies exclusively to the item(s) indicated on the original bill of sale that is specified under this Plan, and sold in the United States. This item is guaranteed to operate according to manufacturer's specifications or we shall repair same to operate properly. This Extended Service Contract is an extension of that manufacturer's warranty for the term of the Extended Service Contract purchased and begins at the expiration of the manufacturer's warranty. Extended Service Contract must be purchased within 30 days from the date the equipment here under was purchased.

Please register this plan within thirty (30) days with Mack Camera by visiting at the following website: www.mackcam.com or calling toll free at 1-866-932-9602.

In the event that this equipment requires any repairs or service, you must visit www.mackcam.com to arrange for service to obtain a Repair Authorization Number and current shipping charges. If you have any questions please visit us at www.mackcam.com or call 1-866-932-9602. For international inquires, e-mail us at international@mackcam.com. **W3 Solutions**, Mack Camera & Video Service and its affiliated companies are not responsible for shipping charges or any fees associated with duties, taxes or brokerage fees upon custom's clearance.

The equipment will be restored to proper operating condition at no charge to you if the malfunction of the unit is due to a manufacturer's defect. Such service, repair or adjustment of the equipment is assured the original purchaser only, provided that the equipment has not been misused, tampered with, modified or damaged as a result of accident, liquid, sand, grit, corrosion, impact, cracked lens elements, physically broken parts or lack of proper care as indicated in the manual of operations. Malfunctions resulting from the use of accessories, attachments, supplies, parts or devices (including without limitation, batteries, flash attachments and other accessories) will not be covered under warranty.

W3 Solutions and Mack Camera and Video Service reserve the right to terminate warranty contracts if invoices are not paid according to terms or are fraudulently altered by the dealer or owner. This limited warranty is transferable for a \$20.00 administrative fee. If Mack Camera and Video Service, the manufacturer or an authorized service center thereof cannot repair the equipment, **W3 Solutions** and Mack Camera and Video Service will replace the unit with same or fair market value equivalent at our discretion. No deductible shall apply for warrantable claims. W3 is not obligated to renew your Plan, however, if renewal coverage is offered, the price quoted will reflect current service costs and the age of the product.

W3 Solutions, Mack Camera and Video Service and its affiliated companies, will not be liable for loss of revenues or profits, inconvenience, expense of substitute product, and are

released from all liability due to indirect, consequential or incidental damages.

This service contract does not cover damaged LCD screens, cables, tapes, DVD's, batteries, AC adapters, remotes, software, connectors, interchangeable lenses, or any additional accessories or other expenses of consequential damages.

The Plan owner may cancel this Plan at any time for any reason within thirty (30) days of the original purchase date of the Plan and receive a full refund. **W3 Solutions** or Mack Camera and Video Service may cancel this Plan for reasons, including but not limited to, misuse of the product or unauthorized modifications. In the event of cancellation by **W3 Solutions** or Mack Camera and Video Service (except for non payment), **W3 Solutions** and Mack Camera and Video Service will provide the Plan owner with a pro-rata refund.

If "Professional Coverage" is purchased the plan provides you with expedited repair service within 24 hours of receipt of the product, if parts are available. This service also provides a free upgrade to 2nd Day Air on shipping paid by **W3 Solutions** and Mack Camera and Video Service.

If "Ultimate Coverage" is purchased, the plan provides you with protection from sand and grit exposure and impact malfunctions.

If "Diamond Coverage" is purchased the plan provides you with coverage from date of purchase from sand and grit exposure, impact malfunctions, 2 Free CCD Cleanings for the life of the contract and 1 Free Video Head Cleaning per year for the life of the contract.

If "Bulb Coverage" is purchased the plan provides you with 3 years coverage from date of purchase and this coverage applies only to DLP, LCD, and video projectors and allows the owner 2 bulb replacements for the period of the service contract. This service contract is only valid for televisions in the continental U.S.A. and the coverage is valid for projectors worldwide. The unit replacement will be made with like kind and quality based on the warranted unit's current market value at our discretion.

Binding Arbitration:

Any controversy or claim arising out of or relating to this Contract, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Insurance:

This Plan is not a contract of insurance; however the obligations hereunder are fully insured in the US by General Fidelity Insurance Company whose address is 201 N. Tyron St. Mailcode: NC1-02205-01 Charlotte, NC 28255 and whose number is 1.866.763.7790. If You have filed a claim under this plan and do not receive service within 60 days or You are otherwise dissatisfied,

You may file a claim directly with the insurance company at the address and telephone number provided above. Please enclose a copy of Your Plan when sending correspondence to the Insurer.

W3 Solutions, the administrator and obligor of this service contract can be contacted at:
71 Washington Street, Reno NV, 89503
1-866-932-9602

This Contract Does Not Cover:

1. Any Product sold outside the United States of America.
2. Service required as a result of any alteration of the equipment, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.
3. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, wear and tear, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war, or acts of God unless otherwise stated in this agreement.
4. Service necessary because of improper storage, improper ventilation, including failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements. Misuse, abuse and any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used, including cases in which the manufacturer of the equipment would not honor any warranty.
5. Cosmetic damage such as, but no limited to scratches, dents, rust, stains. Non-functional parts such as, but not limited to, plastics, finish, knobs and dials. Expendable or lost items, such as, but not limited to ear buds or headphones. Consumable items; consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to. For Consumer Electronics: light bulbs, lamps (unless purchased as additional coverage), and batteries. For all Products: Telephone or other lines connecting to the equipment.
6. In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
7. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement. Damages caused by delays in rendering service or loss of use during the period that the Product is at the authorized service center or otherwise awaiting parts are not covered. You are responsible for creating back-ups of all Your data and software on a regular basis.

8. Operational or mechanical failure, which is not, reported prior to expiration of this Contract or within 30 days of Product failure.
9. Plans are not available or valid on Products used for: commercial purposes (multi-user organizations,) public rental or communal use.
10. Equipment sold without a manufacturer's warranty or sold "as is". Refurbished Products with less than an original ninety (90) days manufacturer's parts and labor limited warranty. Refurbished equipment with an original 90 day warranty must have at least 30 days remaining in that warranty to qualify for coverage. New Products with less than thirty (30) days left on the original manufacturer's warranty.
11. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence unless otherwise stated in this agreement.
12. Loss or damage as a result of violation of existing federal, state or municipal codes including repairs to Products not complying with said codes.
13. Pre-existing conditions (incurred prior to the effective date of coverage), known to You.
14. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
15. Television or personal computer monitor screen imperfections, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display Products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.
16. Damage resulting from unauthorized repair; software virus; or electrical wiring and connections; damage caused during delivery or removal, improper installation, or setup including, but not limited to packing, unpacking or assembly, user facilitated minor adjustments and settings outlined in the Product's owners manual, external antenna or local reception problems, inaccessible Products or parts, negligence, misuse or abuse whether willful or not.
17. Non failure problems that do not require parts and intermittent issues.
18. Misuse, abuse, rentals, unauthorized repairs and/or parts by others, parts designed for replacement during the life of the Product such as bulbs and filters, squeaking or other noises.
19. Coverage only applies to the repair or replacement of a covered unit unless the covered unit is part of a custom installation Contract. This program does not cover broadcast grade models. Repair of resolution (pixels) failure must match the factory minimum standards "of failed pixels" before an authorized repair occurs. Installation/de-installation of Plasma Televisions is not covered, unless custom installation service option is purchased.
20. Electronics and PC equipment over 5 years of age.
21. Installation, removal, or reinstallation of any equipment.
22. Parts or accessories that are used in conjunction with Product specified under this Contract that enhances the performance of the covered Product.
23. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner. Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, under the provisions of ARS 20-1095.04 and 20-1095.09

California only: The 45 day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The **Binding Arbitration** condition is not applicable in the state of Florida.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. The obligor, W3 Solutions, may only cancel the agreement for the reasons of fraud, misrepresentation or non-payment. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. For cancellations made by the obligor, W3 Solutions, refunds will be issued on a 100% pro-rata basis. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. The **Binding Arbitration** condition is not applicable in the state of Georgia.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois only: The Obligor, W3 Solutions, may be contacted at the following address: 71 Washington Street, Reno NV, 89503. In the event that the owner of this Plan cancels within 30 days, W3 Solutions will provide a full refund. If the cancellation is made after 30 days W3 Solutions will provide a pro-rata refund minus 10% of the service contract price not to exceed \$50.00.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: Emergency – if the emergency involves the loss of heating or cooling, and renders the dwelling uninhabitable, repairs will commence within 24 hours after the report of the claim. The

limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. A service contract is void and the provider must refund to the purchaser the purchase price of the contract if no claim has been made and the purchaser returns the contract within 20 days after the date that the provider mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract when it is purchased (or within a longer period if so stated in the service contract). 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. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

New Mexico only: 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; or 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.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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.

In the event you cancel the contract within the first 30 days and no claim has been authorized or paid, and no claim has been authorized or paid, you are entitled to a full refund. If you cancel the contract after the 30 days, or have made a claim within the first 30 days, we shall retain ten percent of the unearned pro rata contract price or \$50, whichever is less. If the administrator cancels the contract, 100% of the premium will be refunded. The Obligor and Administrator, W.W. Warranty of Florida, Inc. doing business as W3 Solutions may be contacted at the following address: 71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If emergency service is needed outside of regular business hours You are required to call us and leave a message at **1-866-932-9604** or e-mail us at service@thew3solution.com to advise that You are acquiring emergency service. A representative will contact you on the following business day to make arrangements and review your claim. If applicable, You will be advised to send in Your invoice and reimbursement will be issued.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

Wyoming only: W3 Solutions shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. W3 Solutions permits the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. The right to void the service contract

provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 service contract to the provider. Binding arbitration is not applicable and will be handled in accordance with the Wyoming Arbitration Act.



P3 HVAC TERMS AND CONDITIONS

Manufacturer's Warranty; This agreement is inclusive of the Manufacturer's Warranty; It does not replace the Manufacturer's Warranty, but provides certain additional benefits during the term of the Manufacturer's Warranty. It applies only to the equipment described herein. Any manufacturer's recall and/or labor repair allowance program become part of this Agreement, however are not covered under this Agreement.

ADMINISTRATOR means World Wide Warranty, Inc. DBA W3 Solutions.

WE, US, and OUR means the party obligated under the terms and conditions of this Agreement (the Obligor), which is W3 Solutions.

During the term of this Agreement WE, at OUR sole discretion, will arrange through an authorized service facility, to either repair, or replace covered equipment, if required due to mechanical or electrical breakdown, subject to the terms and conditions stated herein. Such repair or replacement will be performed by US or other authorized service facility.

A mechanical or electrical breakdown is defined as the inability of a covered part to perform a routine function, when properly cleaned and serviced. Replacement of parts may be a duplicate part of like kind and quality including refurbished parts. A mechanical or electrical breakdown does NOT include a reduction in operation efficiency.

W3 Solutions at it's sole discretion, reserves the right to exclude certain makes, models and types of equipment within sixty (60) days from receipt of said agreement, by W3 Solutions. If such exclusion is exercised, YOU will receive a full refund of the purchase price of YOUR plan less the value of any services or claims that have been provided or paid except in Florida, Georgia or Nevada where deduction for claims or services paid does not apply.

This Service Contract provides coverage for the covered equipment and becomes effective on the Equipment Start-up Date.

The service and parts required shall be supplied in the event of a mechanical breakdown of a covered component. Replacement parts will be made with like kind and quality. This contract does not provide for acts of God, cleanings, flushing of system, seasonal check-ups, tune-ups, adjustments, alignments, normal maintenance, noise, sound blanket, and gradual reduction in operating performance due to normal wear and tear.

The obligor and administrator of this program, W3 Solutions can be reached at **866-932-9603** and at 71 Washington Street, Reno, Nevada, 89503. Purchaser is reminded that this Service Contract is not an insurance policy. However, the purchaser of this Service Contract is entitled to make a direct Claim against the Insurance Company if Administrator fails to pay any valid claim within 60 days after proof of loss has been filed with Administrator. This Service Contract is fully insured by General Fidelity Insurance Corporation whose address is 201 N. Tryon St. Mailcode: NC1-022-05-01 Charlotte, NC 28255, and whose telephone number is 1-(866)-763-7790

COVERAGE: As it applies to the covered equipment. This contract is not renewable.

CONDENSING UNIT(S): All internally installed parts supplied by the manufacturer. Evaporator, condenser coils and metering device are covered against leaks as received from the manufacturer.



Agreement will not pay for changeover from CFC to non-CFC refrigerant or oil change on commercial compressor.

EVAPORATOR COIL: An existing evaporator coil and metering device. Dealer certifies coil is clean and not defective when a replacement-condensing unit is installed. A new evaporator coil is covered when sold as a part of a complete system.

COMPRESSOR: All internal functioning parts supplied by the manufacturer.

ELECTRIC FURNACES AND AIR HANDLERS: All internal functioning parts including heat modules and controls supplied by the manufacturer.

GAS FURNACE: All internal functioning parts supplied by the manufacturer.

WATER HEATER: All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium buildup.

BOILER(S): Coverage applies to internal parts as installed by the original manufacturer, additional external pumps excluded.

HEAT PUMP: Coverage applies to internal parts as installed by the original manufacturer, excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping.

REFRIGERANT LEAKS: Covers repair of the leak and replacement refrigerant charge as result of leaks internal of unit. Refrigerant is covered only when a leak has been permanently repaired or a compressor replaced.

MAINTENANCE REQUIREMENT: Purchaser must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep his Service Contract in force. Evidence of proper service, when required by Administrator must be submitted in the event of a claim.

CLAIM SUBMISSION: Upon inspection and diagnosis if it is determined that the failure is covered by the contract the owner or service agent must contact W3 for a repair work order number. The consumer must sign all service invoices upon completion of the repair. No deductible shall apply for warrantable claims.

HOURS OF SERVICE: Repair service and service calls will be made during normal working hours of the service dealer. Does not cover overtime rates.

EXCLUSIONS:

- Accessories or non-standard additions.
- Programmable Thermostat(s) requires purchase of additional service contract for coverage. Standard Thermostat(s) are covered with a complete split or package system.
- "No Repair Performed" calls are not covered under this contract.
- Repairs that would not be covered under the manufacturer's original warranty for reasons other than the expiration of the manufacturer's warranty.
- Services made mandatory by changes in Federal, State or Local regulations.
- Damage due to insufficient electrical voltage, power surges, electrical circuit overloads, and electrical spikes.
- Misuse or abuse, whether willful or accidental
- Clogged drain line, electrodes, nozzles or gaskets, which are considered maintenance.
- Exterior disconnect box.
- Thermostat calibration and incorrect wiring.



- Appearance features, esthetics, paint and cabinet parts, knobs and buttons.
- Piping, high or low voltage lines external of the equipment.
- Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, or other natural acts of God.
- Rigging and/or crane service, special tooling, blocks and tackle, dollies, scaffold.
- Improper installation, misuse, abuse, negligence, incorrect wiring or non-connected wires.
- Filters, ductwork, vents, external fuses, belts, connectors, routine maintenance, periodic cleaning.
- Premium service cost over normal service charges.

LIMIT OF LIABILITY: A repair amount shall not exceed the lower of current fair market value of the equipment at the time of failure or the original purchase price.

CANCELLATION:

This Service Contract can be cancelled within the first 30 days by notifying your dealer. In the event this Service Contract is cancelled beyond 30 days from the date of purchase of the equipment, dealer agrees to calculate and make a pro rata refund based on time. Cancellation refunds will be calculated less a \$25.00 Cancellation Fee. If a claim has been paid under this contract, it may not be cancelled.

TRANSFER:

This Contract may be assigned, or transferred, to subsequent owners if the maintenance required has been performed. This can be done only if Purchaser sends notice to W3 within fifteen (15) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Contract and a \$25.00 Transfer Fee made out to W3. In the event of a transfer of registered equipment, due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the contract.

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner. Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, under the provisions of ARS 20-1095.04 and 20-1095.09

California only: The 45 day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The **Binding Arbitration** condition is not applicable in the state of Florida.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. The obligor, W3 Solutions, may only cancel the agreement for the reasons of fraud, misrepresentation or non-payment. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. For cancellations made by the obligor, W3 Solutions, refunds will be issued on a 100% pro-rata basis. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to



25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. The **Binding Arbitration** condition is not applicable in the state of Georgia.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois only: The Obligor, W3 Solutions, may be contacted at the following address: 71 Washington Street, Reno NV, 89503. In the event that the owner of this Plan cancels within 30 days, W3 Solutions will provide a full refund. If the cancellation is made after 30 days W3 Solutions will provide a pro-rata refund minus 10% of the service contract price not to exceed \$50.00.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: Emergency – if the emergency involves the loss of heating or cooling, and renders the dwelling uninhabitable, repairs will commence within 24 hours after the report of the claim. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. A service contract is void and the provider must refund to the purchaser the purchase price of the contract if no claim has been made and the purchaser returns the contract within 20 days after the date that the provider mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract when it is purchased (or within a longer period if so stated in the service contract). 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. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product.

New Mexico only: 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; or 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.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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. In the event you cancel the contract within the first 30 days and no claim has been authorized or paid, and no claim has been authorized or paid, you are entitled to a full refund. If you cancel the contract after the 30 days, or have made a claim within the first 30 days, we shall retain ten percent of the unearned pro rata contract price or \$50, whichever is less. If the administrator cancels the contract, 100% of the premium will be refunded. The Obligor and Administrator, W.W. Warranty of Florida, Inc. doing business as W3 Solutions may be contacted at the following address: 71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.



Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If emergency service is needed outside of regular business hours You are required to call us and leave a message at **1-866-932-9604** or e-mail us at service@thew3solution.com to advise that You are acquiring emergency service. A representative will contact you on the following business day to make arrangements and review your claim. If applicable, You will be advised to send in Your invoice and reimbursement will be issued.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

Wyoming only: W3 Solutions shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. W3 Solutions permits the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 service contract to the provider. If the contract holder cancels during the first thirty (30) days they are entitled to a full refund without any cancellation fee charged by the provider or administrator. Binding arbitration is not applicable and will be handled in accordance with the Wyoming Arbitration Act.

LIMIT OF LIABILITY (New Equipment). While covered under the manufacturer's Plan and this Plan and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair for the same component, as determined by our authorized service center W3 will replace the product with a product of comparable performance, the value of which may not



exceed the original purchase price. Any replacement under this Service Agreement will complete OUR obligations under this Service Contract.

LIMIT OF LIABILITY (Existing Equipment). The dealer and end user purchasing this agreement certify that the equipment to be covered is in good working order and free of existing defects and has been properly maintained over the previous years and agree that there will be no claims under this service contract within the first 30 days. The equipment under this Plan is only covered to a maximum of ten (10) years of age from the date of manufacture. While covered under this Plan and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair for the same component, as determined by our authorized service center W3 will replace the product with a product of comparable performance, the value of which may not exceed the original purchase price. Any replacement under this Service Agreement will complete OUR obligations under this Service Contract.

ARBITRATION Any and all demands, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Service Agreement or any prior Service Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed.

IMPORTANT INFORMATION: State and Federal laws vary that protect YOUR interests as a consumer. If YOU cannot resolve a problem with OUR Administrator, or US YOU may have other rights and remedies available to YOU.

DEMY™ CARE PLAN TERMS & CONDITIONS

Your Demy Care Plan (“DCP”) is governed by these Terms and Conditions and constitutes your service contract with Key Ingredient Corporation. Subject to these Terms and Conditions, your DCP covers defects for the Demy and accessories that are contained in the product’s original packaging.

The provider and obligor of this service contract, W3 Solutions, has contracted with Key Ingredient who shall be deemed as the provider of all repair and replacement process requirements whereby the administration and payment processing are to be provided by the obligor.

Scope of Coverage

Your DCP coverage begins 90 days after your Demy purchase date (Limited Warranty expiration) and extends for two years.

During the DCP coverage period, Key Ingredient will provide you with access to web-based technical support resources.

If your Demy is determined to be defective, Key Ingredient will repair or replace the product at their option, at no charge. Key Ingredient may provide replacement product or parts that are manufactured from new, refurbished or serviceable used parts. The replacement product or parts will be functionally equivalent to the replaced products or parts and will assume the remaining coverage under the DCP. The products or parts that are replaced become Key Ingredient’s property.

Obtaining Technical Support

You may obtain technical support by contacting us at www.mydemy.com/support. The Key Ingredient technical support representative will provide you technical support during business hours listed at www.mydemy.com/support. Key Ingredient reserves the right to change their hours of technical service at any time without prior written notice.

Obtaining Repair or Replacement Service

To obtain warranty service, contact Key Ingredient technical support at www.mydemy.com/support. A Key Ingredient technical support representative will request your serial number and determine what services are necessary through technical troubleshooting. All service is subject to Key Ingredient’s prior approval. Keep your DCP confirmation document and the original sales receipt for your Demy as proof of purchase may be required. You will be required to follow specific shipping instructions and may be asked to send in only the actual parts or products that are deemed to require repair or replacement.

Limitation of Liability

Key Ingredient and its employees and agents will under no circumstances be liable to you or any subsequent owner for any indirect or consequential damages, including but not limited to costs of recovering or reproducing any data or the failure to maintain the confidentiality of data, any loss of business, profits, revenue or anticipated savings, resulting from Key Ingredient’s obligations under the DCP.

Cancellation

You may cancel this DCP at any time for any reason. If you decide to cancel, contact Key Ingredient at www.mydemy.com/support or via email at support@mydemy.com for instructions. If you cancel within thirty (30) days of your DCP purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the DCP. If you cancel more than thirty (30) days after your receipt of this DCP, you will receive a pro-rata refund of the original purchase price, based on the percentage of unexpired Coverage Period, less (a) a cancellation fee of twenty-five (\$25 US) dollars or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the DCP. Unless applicable local law provides otherwise, Key Ingredient may, upon thirty (30) days’ prior written notice cancel your DCP if service parts for the Demy become unavailable. If Key Ingredient cancels your DCP, you will receive a pro-rata refund of the unexpired term.

Transfer of DCP

You may transfer your DCP to a new owner of the covered Demy by sending or emailing notice of transfer to Key Ingredient Corporation, Attn: Demy Technical Support, P.O. Box, Austin, TX 78767 or support@mydemy.com, respectively. You must provide the Demy Serial number, proof of purchase of the DCP, and the name, address, telephone number and email address of the new owner.

General Terms:

- Key Ingredient is not responsible for any failures or delays in performing under the DCP that are due to events outside their reasonable control.
- This DCP is offered and valid only in the fifty states of the United States of America and the District of Columbia
- In carrying out its obligations, Key Ingredient may, at its discretion and solely for the purposes of monitoring the quality of Key Ingredient’s response, record part or all of the communication between you and Key Ingredient.
- You agree that any information or data disclosed to Key Ingredient under this DCP is not confidential or proprietary to you. Furthermore, you agree that Key Ingredient may collect and process data on your behalf when it provides service including

transferring your data to affiliated companies or service providers.

- Key Ingredient will protect your information in accordance with Key Ingredient's Customer Privacy Policy available at www.keyingredient.com/privacy/. If you wish to have access to the information that Key Ingredient holds concerning you or if you want to make changes, contact Key Ingredient at support@mydemy.com.
- The Terms and Conditions of this DCP prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Key Ingredient's entire understanding with respect to the DCP.
- Key Ingredient are not obligated to renew this DCP. If renewal is offered and Key Ingredient will determine the price and terms.

General Conditions:

Along with the wording of original equipment manufacturer's warranty, the following terms and conditions will apply:

- a) The DCP does not cover failure as a result of: misuse, abuse, negligence, spilled liquids or foreign objects found inside the equipment; repair of damage or food loss caused by accident, theft, fire, flood, Acts of God, external causes such as, but not limited to, blown fuses, inadequate electrical power or improper voltage supply, , normal wear and tear, or any use of the product not authorized by the manufacturer. This warranty does not cover customer instruction, installation or set up adjustments.
- b) The maximum liability of the DCP for product replacement or repair shall not exceed the original purchase price for the product.
- c) Key Ingredient and W3 reserve the right to repair or replace the covered product with a comparable feature model of like kind and quality. Product replacement under the DCP will fulfill this agreement in its entirety and will discharge all further obligations under the DCP and the DCP shall terminate.
- d) The DCP does not cover deterioration of the appearance of the product, any cosmetic part or finish defects such as glass or plastic, dents, scratches, chips, breakage, loss or peeling, or attempted repair by anyone other than Key Ingredient or an authorized service center thereof.
- e) DCP coverage is provided for personal use of products only and does not cover modifications of or to any part of the product. Products used for commercial purposes are excluded from coverage.
- f) Any damage resulting from unauthorized replacement parts, improper service or modifications made to the covered product are not covered by the DCP.
- g) If no defect is found or repairs are denied based on the terms and conditions of the DCP, the DCP owner will be responsible for all costs incurred.
- h) Set up, installation, reformatting of system, software and data recovery are excluded.
- i) The DCP provides pixel coverage for video display products based on the manufacturer's guidelines but excludes all incidents of burn in regardless of manufacturer coverage.
- j) Any loss occurring during the manufacturer's warranty is excluded and any loss due to failure to follow the manufacturer's recommended maintenance, specifications or operating instructions during the term of the DCP is excluded. Key Ingredient, the obligor and the federally licensed insurance company are released from all liability due to indirect, consequential or incidental damages.
- k) Any loss resulting from collision with another object or any damage.
- l) Any costs and damage related to installation and/or reinstallation of products are not covered under the DCP.
- m) Any loss resulting from manufacturer's recall or rework, regardless of the manufacturer's ability to pay for such repairs, is excluded. It will be the responsibility of the DCP owner to arrange for transportation of the Covered Product to an authorized service center at their own cost. In the event that a covered product is damaged by lightning or a power surge, coverage under this DCP will apply, excluding software or data, provided proof that an approved power surge protector was in use at the time of damage and any additional conditions included herein.
- n) There is no deductible payment due in respect of a claim made under this DCP.

Others

"Lemon Aid" Policy – While covered under the DCP and after the product requires covered service on three (3) separate occasions for the same component and this product requires a fourth repair, as determined by Key Ingredient or an authorized service center thereof Key Ingredient will replace the product with a product of like, kind and quality, the value of which may not exceed the original purchase price. Authorized service repair receipts from three (3) separate repair incidents must be sent to Key Ingredient in order to qualify for replacement. Product failures must be covered by the terms and conditions of this DCP.

Binding Arbitration

Any controversy or claim arising out of or relating to the DCP, or breach thereof, will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except where prohibited by applicable law. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Insurance:

The DCP is not a contract of insurance; however, the obligations hereunder are fully insured in the US by General Fidelity Insurance Corporation whose address is 201 N. Tryon St. Mailcode: NC1-022-05-01, Charlotte, NC 28255 and whose telephone number is 1.866-763-7790. If You have filed a claim under the DCP and do not receive service within 60 days or if You are otherwise dissatisfied, You may file a claim directly with the insurance company at the address and telephone number provided above.

World Wide Warranty, Inc. doing business as W3 Solutions is the obligor and administrator of this contract for all states except:

Washington and North Carolina, where the obligor is W.W. Warranty, Inc. doing business as W3 Solutions and;

Florida and Oklahoma, where the obligor is W.W. Warranty of Florida, Inc. doing business as W3 Solutions.

The obligor in all cases, W3 Solutions, can be contacted at:

71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604

State Specific Information:

Alabama only: In the event that We cancel this Plan for any reason, except nonpayment of the Plan purchase price or a material misrepresentation by You, We shall provide You with written notice of such cancellation at least five days prior to the effective date of the same.

Arizona only: Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not cancel or void this Plan due to pre-existing conditions, prior use or unlawful acts relating to the product or misrepresentation by Us or Our subcontractors. Neither We, Our assignees, nor Our subcontractors will cancel or void coverage under this Plan due to Our failure to provide correct information or Our failure to perform the services or repairs provided in a timely, competent and workmanlike manner. Arbitration does not preclude the Arizona consumer's right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division, under the provisions of ARS 20-1095.04 and 20-1095.09

California only: The 45 day time period for cancellation of this Plan runs from the date you received these terms and conditions and not from the date You purchased this Plan. If You cancel this Plan, You must provide written notice of cancellation to the Administrator at the address above. Informal dispute resolution is not available under this Contract.

Connecticut only: The expiration date of this Plan shall automatically be extended by the duration that the Covered Product is in Our custody while being repaired. You may pursue arbitration to settle disputes between You and Us. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816 Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Plan.

Florida: The **Binding Arbitration** condition is not applicable in the state of Florida.

Georgia only: This contract will be interpreted and enforced according to the laws of the State of Georgia. Cancellation shall comply with Section 33-24-44 of the Code of Georgia. The obligor, W3 Solutions, may only cancel the agreement for the reasons of fraud, misrepresentation or non-payment. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. For cancellations made by the obligor, W3 Solutions, refunds will be issued on a 100% pro-rata basis. Claims paid shall not be deducted from any refund owed. Any refund owed and not paid as required is subject to a penalty equal to 25% of the refund owed and interest of 18% per year until paid; however, such penalty shall not exceed 50% of the amount of the refund. The **Binding Arbitration** condition is not applicable in the state of Georgia.

Hawaii only: In the event We cancel this Plan, We shall provide five (5) days prior notice of such cancellation which notice shall include the effective date of cancellation.

Illinois only: The Obligor, W3 Solutions, may be contacted at the following address: 71 Washington Street, Reno NV, 89503. In the event that the owner of this Plan cancels within 30 days, W3 Solutions will provide a full refund. If the cancellation is made after 30 days W3 Solutions will provide a pro-rata refund minus 10% of the service contract price not to exceed \$50.00.

Indiana only: Proof of payment for this Plan constitutes proof of payment to the insurer identified herein for the reimbursement insurance coverage specified.

Michigan only: If performance under this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of this Plan shall be extended for the duration of such strike or work stoppage.

Nevada only: Emergency – if the emergency involves the loss of heating or cooling, and renders the dwelling uninhabitable, repairs will commence within 24 hours after the report of the claim. The limit of liability under this contract equals the total cost of all repair or replacement services provided under this program not to exceed the purchase price paid for the covered product. A service contract is void and the provider must refund to the purchaser the purchase price of the contract if no claim has been made and the purchaser returns the contract within 20 days after the date that the provider mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract when it is purchased (or within a longer period if so stated in the service contract). 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. In the event that replacement parts needed for repair should become unavailable during the coverage period of the Plan, We shall be excused from performance hereunder and You shall receive a refund of the purchase price paid by You for the product. Page 4 of 4 P3 US TC - Oct 08 71 Washington Street, Nevada 89503 1-866-932-9604

New Mexico only: 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; or 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.

North Carolina only: The purchase of this Plan is not required to purchase or obtain financing of the product covered hereunder.

Oklahoma only: 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.

In the event you cancel the contract within the first 30 days and no claim has been authorized or paid, and no claim has been authorized or paid, you are entitled to a full refund. If you cancel the contract after the 30 days, or have made a claim within the first 30 days, we shall retain ten percent of the unearned pro rata contract price or \$50, whichever is less. If the administrator cancels the contract, 100% of the premium will be refunded. The Obligor and Administrator, W.W. Warranty of Florida, Inc. doing business as W3 Solutions may be contacted at the following address: 71 Washington Street, Reno, Nevada, 89503 and whose phone number is 1.866.932.9604.

South Carolina only: If You purchased this Plan in South Carolina, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, telephone number 803-737-6180. In the event We cancel this Plan, We shall provide prior notice of such cancellation at least fifteen (15) days before the effective date of cancellation. Such notice shall state the effective date of cancellation and the reason for cancellation.

Tennessee only: This Plan is automatically extended while the product is being repaired.

Texas only: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711.

Utah only: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. We can cancel this Contract during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least ten (10) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (d) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. Washington only: In the event We cancel this Plan, We shall provide You with written notice at least 21 days prior to the effective date of such cancellation, and the notice shall indicate the date of cancellation and the reason for cancellation. You are not required to wait before filing a claim directly with the insurer of this contract. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If emergency service is needed outside of regular business hours You are required to call us and leave a message at **1-866-932-9604** or e-mail us at service@thew3solution.com to advise that You are acquiring emergency service. A representative will contact you on the following business day to make arrangements and review your claim. If applicable, You will be advised to send in Your invoice and reimbursement will be issued.

Wisconsin only: This Service Contract is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin. Claims paid or the cost of repairs performed shall not be deducted from any refund owed upon cancellation of this Plan. We will not deny Your claim solely because You did not obtain preauthorization if We are not prejudiced by Your failure to notify us.

Wyoming only: W3 Solutions shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation. W3 Solutions permits the original service contract holder to return the service contract within twenty (20) days of the date the service contract was mailed to the service contract holder or within ten (10) days of delivery if the service contract is delivered to the service contract holder at the time of sale or within a longer time period permitted under the service contract. Upon return of the service contract to the provider within the applicable time period, if no claim has been made under the service contract prior to its return to the provider, the service contract is void and the provider shall refund to the service contract holder, or credit the account of the service contract holder, with the full purchase price of the service contract. The right to void the service contract provided in this subsection is not transferable and shall apply only to the original service contract purchaser, and only if no claim has been made prior to its return to the provider. 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 service contract to the provider. Wyoming legislature may provide by law for the voluntary submission of differences to arbitrators for determination and said arbitrators shall have such powers and duties as may be prescribed by law; but they shall have no power to render judgment to be obligatory on parties; unless they voluntarily submit their matters of difference and agree to abide by the judgment of such arbitrators." Your policy's arbitration provisions require all disputes to be handled through arbitration. Arbitration cannot be obligatory without separate written agreement and/or right of appeal. Please add to the Wyoming state information that binding arbitration is prohibited and that arbitration will be handled in compliance with the Wyoming Arbitration Act.

SERFF Tracking Number: WWY-125908588 State: Arkansas
Filing Company: World Wide Warranty, Inc. State Tracking Number: # \$0
Company Tracking Number:
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: AR - MPP to MyDemy
Project Name/Number: AR - MPP to MyDemy/

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Accepted for Informational Purposes	11/19/2008
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Comments:

The P&C Transmittal Document is attached to the form schedule as per the instructions.