

TERMS & CONDITIONS

Congratulations on purchasing this Protection Plan (“Plan”). Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Plan. Please also review the Order Summary provided to You at the time You purchased this Plan. The Order Summary defines the Covered Product and Coverage Term of this Plan.

This Plan applies exclusively to the product(s) indicated on the original bill of sale that is specified to be warrantable and covered under this Plan and sold in Canada (“Covered Product”).

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean SquareTrade, Inc., 360 3rd Street, 6th Floor, San Francisco, CA 94107, except as follows: In the provinces of Alberta, British Columbia, New Brunswick, Nova Scotia and Saskatchewan as well as in the Yukon, Nunavut and North West Territories, “We”, “Us” and “Our” shall mean Industrial Alliance Pacific General Insurance Corporation, 2165 Broadway, West, Vancouver, BC, V6B 5H6.

“Administrator” shall mean SquareTrade, Inc., 360 3rd Street, 6th Floor, San Francisco, California 94107, Toll free: 1-877-WARRANTY (1-877-927-7268), www.squaretrade.com.

“You”, “Your” shall mean the individual or entity who purchased this Plan or the individual or entity to whom this Plan was properly transferred, in accordance with these terms and conditions.

The following terms are used in the Order Summary and these terms and conditions

“**Protection Plan**” or “**Plan**”: the document(s), including the Order Summary and terms and conditions, sent to You via electronic or physical mail which defines the Term and specifies the Covered Product.

“**Protection Plan Price**”: The price You paid for this Plan.

“**Coverage Start Date**”: The date when coverage under this Plan begins.

“**Coverage End Date**”: The date when coverage under this Plan expires.

“**Waiting Period**”: The amount of time, if any, between the Protection Plan purchase date and the Coverage Start Date, during which if any issues occur, they are considered pre-existing conditions and render the item ineligible for coverage under this Protection Plan.

“**Coverage Term**” or “**Term**”: The number of years of coverage, varying from one (1) to five (5) year(s), that You receive under this Plan, starting on the Coverage Start Date which begins after any Waiting Period. This Plan is inclusive of any manufacturer’s warranty that may exist during the Term. This Plan does not replace the manufacturer’s warranty, but provides certain additional benefits during the term of the manufacturer’s warranty. The Term of this Plan is extended for the duration of any time that the Product is being repaired under this Plan.

“**Covered Product**” or “**Product**”: The item(s) indicated on the original bill of sale that is specified to be warrantable and covered by this Plan and sold in Canada.

“**Coverage Amount**”: The maximum coverage amount of this Plan.

“**Coverage Type**”: This defines the level of coverage, such as whether Your Plan includes any of the additional Optional Coverages detailed in Section 3 of these terms and conditions.

“**Deductible**”: The applicable deductible, if any, for claims.

2. COVERAGES AND TERMS:

This Protection Plan will cover a mechanical or electrical failure of the following Covered Product(s) during normal usage for the Term of this Protection Plan if Your Product is not covered under any other warranty, insurance policy, or service contract. Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications of the product at Our sole option.

This Protection Plan does not cover repair or replacement of Your Product for any of the causes or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

A. CELL PHONES AND TABLETS:

i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
3. One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion. We may require You to return Your original defective battery to the Administrator to receive a replacement battery;
4. Damaged or defective buttons or connectivity ports located on Your Product;
5. Defective pixels when there are at least three (3) defective pixels throughout the entire display area;
6. Dust, internal overheating, internal humidity/condensation;
7. Defects in materials or workmanship;

ii. This Protection Plan also provides the following additional benefits:

1. Online assistance for hardware troubleshooting tips, visit: www.squaretrade.com and select the Support option; and
2. Power surge/fluctuation protection. Please see Section 11 of these terms and conditions, “POWER SURGE PROTECTION”, for details.

iii. Specific details about Your coverage under this Protection Plan are provided in the ORDER SUMMARY.

B. JEWELRY AND WATCH PLANS

i. **JEWELRY**: This Protection Plan provides coverage for parts and labor costs to repair the Jewelry where the problem is a result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: cracks, chips, scratches, dents, kinks, breaks, and thinning. You will be reimbursed for SquareTrade-authorized repairs to, or replacement of the Jewelry, at Our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

ii. **WATCHES**: This Protection Plan provides coverage for parts and labor costs to repair the Watch where the problem is the result of a failure caused by defects in workmanship and/or materials, including those resulting from normal wear and tear such as: watch band, case, clasp, crown, cracked crystal, inner movement and stem.

For watch band failure, We may elect to replace either segments of the band, the complete band, or the watch, at Our discretion. You will be reimbursed for Square Trade-authorized repairs to or replacement of the Watch, at Our discretion, when required due to a problem which is not covered under any other warranty, service plan or insurance.

iii. Specific details about Your coverage under this Protection Plan are provided in the ORDER SUMMARY.

C. ALL OTHER PRODUCTS:

i. This Protection Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:

1. Normal wear and tear;
2. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
3. One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion, if the coverage has been offered and purchased at the time of sale with Your Protection Plan.;
4. One (1) bulb replacement, replacement of a faulty bulb during the first three (3) years of the Term, if the coverage has been offered and purchased at the time of sale with Your Protection Plan;
5. Dust, internal overheating, internal humidity/condensation;
6. Defects in materials or workmanship;
7. Power surge/fluctuation. Please see Section 11 of these terms and conditions, “POWER SURGE PROTECTION”, for details.

ii. Specific details about Your coverage under this Protection Plan are provided in the ORDER SUMMARY.

3. OPTIONAL COVERAGES

A. ACCIDENTAL DAMAGE FROM HANDLING (ADH):

If You were offered and elected to include accidental damage from handling (ADH) as an integral part of Your coverage, it augments Your Protection Plan by providing additional protection for damage from drops, spills and liquid damage associated with the handling and use of Your Product.

ADH does not provide protection against theft, loss, reckless, or abusive conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers.

B. BULB COVERAGE:

If You were offered and elected to include bulb coverage on Your rear-projection or DLP Television, Your Protection Plan shall also include additional coverage of the bulb in Your television (“Bulb Coverage”) for up to three (3) years from the start of the Coverage Term.

Bulb Coverage includes up to one (1) replacement of a faulty bulb during the first three (3) years of the Coverage Term. You will be responsible for installing the replacement bulb, which We will provide to You in most occurrences. If, at Our discretion, We do not provide You with a replacement bulb, We will reimburse You for the cost of the bulb. Bulb Coverage will terminate either at the end of three (3) years or when You have received a replacement bulb or reimbursement for the cost of a replacement bulb from Us, whichever occurs first. You may be required to return the defective bulb to the Administrator.

C. BATTERY COVERAGE:

If You were offered and elected to include battery coverage on Your mobile product, Your Protection Plan shall also include additional coverage of the battery in Your Product for up to two (2) years from the start of the Coverage Term. Battery Coverage shall be in addition to the coverage described in Section 1, “Coverages and Terms”, of these terms and conditions. Battery coverage is only available for Covered Products that are new or newly manufacturer refurbished.

Battery Coverage includes up to one (1) battery repair or replacement, when the original rechargeable battery is defective as determined by Us and at Our sole discretion. We may require You to return Your original defective battery to the Administrator to receive a replacement battery.

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

File a claim online at www.squaretrade.com or call 1-877-WARRANTY (1-877-927-7268) toll free, and explain the problem. The Administrator will attempt to troubleshoot the problem You are experiencing. If the problem cannot be resolved You will be directed to an authorized service center.

5. HOW WE WILL SERVICE YOUR ITEM:

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

- A. Repair Your Product, or
- B. Provide a cash settlement or a Gift Card reflecting the replacement cost of a new item of equal features and functionality up to the Coverage Amount, or
- C. Provide a new or refurbished product of equal features and functionality.

6. PLACE OF SERVICE:

At Our discretion, large items will receive on-site service and We will arrange to repair or replace the Product at Your location during normal business hours. On-site service may occasionally necessitate Our service provider to bring the Product back to their shop to complete repairs.

For shippable items, We will provide a free prepaid shipping label to Our authorized service facility for repair,

replacement or settlement. For fragile items like laptops, We may also provide You with a free prepaid shipping box to send Your item to the Administrator. You will be responsible for safe packaging and shipment. If Our authorized service facility determines the item is in working condition or is not covered by Your Plan, the item will be returned to You or disposed of it at Your request.

7. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Plan shall not exceed the Coverage Amount of the Product. In the event that We make payments for repairs or replacements, which in the aggregate, are equal to the Coverage Amount, or provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, We will have no further obligations under this Plan.

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

8. YOUR RESPONSIBILITIES:

- A. Provide Us with a complete copy of proof of purchase at time of claim.
- B. Correctly select the right SquareTrade Protection Plan for Your Product based on condition, price or purchase location.
- C. Properly maintain, store and use Your Product according to the manufacturer's instructions.

9. WHAT IS NOT COVERED:

- A. Any product fraudulently described or materially misrepresented by You;
- B. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual, including but not limited to, theft or loss, exposure to weather conditions, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, or act of nature or any other peril originating from outside the Product;
- C. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality of the Product;
- D. Television or personal computer monitor screen imperfections, including "burn-in" or burned CRT phosphor;
- E. Projector or rear projection TV bulbs unless that specific coverage has been offered and purchased at the time of sale with Your Plan;
- F. Damaged or defective LCD screens when the failure is caused by abuse or is otherwise excluded herein;
- G. All equipment intended for heavy commercial or industrial use such as industrial printers or IT equipment; riding mowers or back hoe type products;
- H. Intentional damage;
- I. Accidental damage, cracked or damaged monitor, laptop or display screens, liquid damage, lost buttons or knobs, etc unless optional ADH coverage was offered and purchased at the time of sale with Your Plan;
- J. Conditions that were caused by You or known by You prior to purchasing this Plan;
- K. Consumer replaceable or consumable batteries unless that specific coverage has been offered and purchased at the time of sale with Your Plan;
- L. Consumer replaceable or consumable items such as but not limited to bulbs, toner, ribbons, ink cartridges, drums, belts, printer heads, belts, blades, strings, trim etc.
- M. Product(s) with removed or altered serial numbers;
- N. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- O. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;

- P. Failures related to transportation damage, customer education, cleaning, preventive maintenance, "No Problem Found" diagnosis, non-intermittent issues that are not product failures;
- Q. Jewelry or watches that are used or refurbished at the time of purchase;
- R. Items sold at private sale.

10. NO LEMON POLICY:

If Your Product has three (3) service repairs completed for the same problem, which repairs are covered by this Plan, and a fourth such repair for the same problem occurs, as determined by Us, within any twelve (12) month period, Your Product will be replaced with a comparable product or a cash settlement for replacement will be provided. This cost of the replacement will not exceed the original Product's purchase price.

11. POWER SURGE PROTECTION:

This Plan protects against the operational failure of a Covered Product resulting from a power surge while properly connected to a surge protector. You may be asked to provide Your surge protector for examination.

12. FREE SHIPPING:

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

13. WORLDWIDE SERVICE:

The coverage provided in this Plan also applies when You travel overseas. If Your Product needs repair overseas, You may file a claim online at www.squaretrade.com to obtain a claim authorization number. Once You have received Your claim authorization number, You will need to carry the Product into an authorized service center and then submit to Us a copy of the detailed service repair invoice that identifies the Product, the repair authorization number, and include a thorough description of the repair made. This documentation should be faxed or emailed to Us and We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed. Note: Worldwide service does not include shipping or on-site service.

14. TRANSFER OF PLAN:

This Plan may be transferred to any person in Canada at no charge. Log in to www.squaretrade.com, or call 1-877-WARRANTY (1-877-927-7268) toll free, 24 hours a day, seven days a week.

15. CANCELLATION:

You may cancel this Plan for any reason at any time. To cancel it, log in to www.squaretrade.com or call 1-877-WARRANTY (1-877-927-7268) toll free, 24 hours a day, seven days week. If You cancel this Plan within the first thirty (30) days after purchase of this Plan You will receive a full refund. If You cancel after the first thirty (30) days from purchase of this Plan, You will receive a pro rata refund based on the time remaining on Your Plan. No fees or past claims shall be deducted from the refund and the refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund.

We may cancel this Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel Your Plan, You will receive a pro rata refund. If this Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this and return the full purchase price of the Plan to You and written notice including effective date and reason for cancellation will be mailed to You at least 30 days prior to termination. If We cancel this Plan for nonpayment then We will provide notice at time of cancellation.

16. ENTIRE CONTRACT:

This Plan sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify these terms.

17. PRIVACY NOTICE:

We will collect and retain all personal information concerning Your Plan and any claims You make. The information will be used for purposes of marketing, administration and cancellation of Your Plan and investigation of claims. We will only access Your information on a need to know basis and it will be kept at the Administrator's address. It can be reviewed and/or rectified by written request.