

[PLAYSTATION PROTECTION PLAN]

SERVICE PLAN TERMS AND CONDITIONS

This Service Plan is not a contract of insurance.

The Service Plan includes the Terms and Conditions, special state disclosures and the sales receipt or invoice. **This Service Plan must be made available for inspection when You require service.**

THIS SERVICE PLAN 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. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE PLAN.

DEFINITIONS:

Service Plan Holder/You/Your means the owner of the Product covered under this Service Plan.

Service Plan Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Plan. The Service Plan Provider is Federal Warranty Service Corporation, [P.O. Box 105689, Atlanta, GA 30348-5689], [1-877-881-8578] in all states except in Florida where the Service Plan Provider is United Service Protection, Inc., [11222 Quail Roost Drive, Miami, FL 33157], [1-877-881-8578]; in Oklahoma where the Service Plan Provider is Assurant Service Protection, Inc. [P.O. Box 105689, Atlanta, GA 30348-5689], [1-866-266-9459].

Service Plan Administrator means the entity responsible for the administration of this Service Plan. The Service Plan Administrator is Sony Computer Entertainment America, LLC. (SCEA, LLC.), [2207 Bridgeport Pkwy, San Mateo, CA 94404]

Service Plan Seller is the entity that sold the Service Plan to You, PlayStation Services LLC.

Product(s) indicates the item(s) that You purchased concurrently with and is covered by this Service Plan.

Service Plan means this Service Plan, which You purchased to cover the Product described on the sales receipt or invoice.

Price means the consideration paid for by You for this Service Plan as listed on the sales receipt or invoice.

SERVICE PLAN TERM:

Your Service Plan begins on the date of purchase.

SERVICE PLAN(S): The Service Plan You selected for Your Product shall be indicated on the sales receipt or invoice.

[PRODUCT PROTECTION] (available for PS VITA, PS3 and PS4) - This Service Plan provides coverage for Product hardware failures due to defects in workmanship and/or materials, or due to normal wear and tear upon expiration of the manufacturer's warranty. Purchase of this Service Plan provides premium service, from the Administrator, for Product repairs, covered under the manufacturer's warranty, including priority access to parts, repair service and a direct line for expedited service starting from day one. Should service be required, We will repair or replace (at Our option) with a Product fully re-certified to the original manufacturer's written factory standards. User data stored on disk drives or other memory devices are specifically not covered and may be lost. All Product settings will be returned to the original factory default settings. All Product firmware (if applicable) will be updated to the latest official version at the time of service.

[PRODUCT PROTECTION PLUS]

- **HAND HELD DEVICES (only available for PS VITA)** – In addition to coverage for Product hardware failures due to defects in workmanship and/or materials, or due to normal wear and tear, this Service Plan also provides coverage to the screen of the Product, if cracked due to accidental damage from handling, and failures that occur during normal use and operation in accordance with the manufacturer's written specifications, in an appropriate operating environment. Coverage will apply only if purchased within thirty (30) days from the date Your Product was purchased. Product inspection for neglect or abuse will be performed prior to service and the determination is at the sole discretion of the authorized service provider.
- **CONSOLE DEVICES (only available for PS3 and PS4)** – In addition to coverage for Product hardware failures due to defects in workmanship and/or materials, or due to normal wear and tear, this Service Plan also provides coverage for accidental damage from handling (such as drops, liquid spills, and cracks) and failures that occur during normal use and operation in accordance with the manufacturer's written specifications, in an appropriate

operating environment. Coverage will apply only if purchased within thirty (30) days from the date Your Product was purchased. Product inspection for neglect or abuse will be performed prior to service and the determination is at the sole discretion of the authorized service provider.

Replacement Option: At Our option, We will either repair Your Product or replace with a new, or a Factory re-certified PlayStation product of like kind, quality, and features. We will try and match specific replacement preferences such as equipment color, cosmetics, or features, but this is not guaranteed. The price of the replacement product shall not exceed the original purchase price of the original Product. If We replace Your Product, We will ship the replacement product to You. When You receive the replacement product, the damaged/un-repairable Product becomes Our property.

For the **[PRODUCT PROTECTION PLUS]**: If We replace the Product with another of equal value or like kind and quality, We shall have satisfied all obligations owed under this Service Plan.

DELAYS:

We will exercise reasonable efforts in providing service under this Service Plan, but We will not be liable for any damages arising out of delays; and in no event will We be liable for any consequential damages.

PARTS:

Materials furnished as replacements for parts will be drawn from Our service contractor's inventory of new or factory re-certified parts and components. These materials will be furnished under provisions of the manufacturer's warranty while still in effect and then by Our service contractor during the remainder of the term of coverage.

YOUR RESPONSIBILITIES:

In order to keep this Service Plan in force during the coverage term, You must maintain the Product in accordance with the service requirements set forth by the manufacturer's specifications, including cleaning and maintenance as required. It is Your responsibility to protect the Product from further damage and operate the Product in accordance to guidelines listed in the user manuals either in paper or electronic format. You must notify the Service Plan Administrator in writing if Your address changes. It is Your responsibility to back up Your data before services are performed and remove any data from parts or the Products prior to service. We are not responsible for any loss of Your data under any circumstances. The contents of Your Product may be deleted and the hard drive and/or storage media reformatted in the course of service. Your Product will be returned to You configured as originally purchased, subject to any applicable software or firmware updates.

Your Obligation To Protect Your Private And Personal Information. It is Your sole responsibility, to protect or secure any information on Your computer. You are responsible for removing data and personal information, which includes, but is not limited to, personal information, passwords, contacts, emails, pictures or calendars.

IF YOU NEED SERVICE:

Call the Service Plan Administrator at [1-866-716-7669] Monday – Sunday 6am – 10pm PST. Have this Service Plan and the original sales receipt or invoice available. You will need the model number and serial number of Your Product as listed on the sales receipt or invoice. Valid proof of purchase is required for any claim. Hand written receipts will not be accepted. All Service will be provided by the Manufacturers authorized Service partner through the Service Plan Administrator.

Once We receive the damaged/un-repairable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Plan. Should We determine that the failure resulted from an Exclusion in this Service Plan, We will contact You with Our findings and arrange either to Charge to You the current repair fee or return the Product to You at Your cost.

WHAT IS NOT COVERED:

a) Rust, corrosion, insect infestation, mysterious disappearance, transport, environmental conditions such as sand or dirt.

b) Any Product failure related to theft or burglary, loss, abuse, negligence, vandalism, acts of war, fire, weather related damage, unusual atmospheric conditions, or acts of God.

- c) Repairs to Product, including parts, or Product replacement covered by the manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).
- d) Operational or mechanical failure of Your Product which is not reported to Us prior to expiration of this Service Plan.
- e) Normal maintenance, such as cleaning and/or customer education/training.
- f) Problems that existed in Your Product prior to the effective date of coverage under this Service Plan, which are known to You.
- g) Screen imperfections (if applicable) in Your Product such as "dead" or bright pixels within the manufacturer's original service specifications.
- h) Products used commercially such as retail displays, rentals, leasing, or in arcade systems or other custom application.
- i) Damage caused by power surge, improper home wiring or grounding including external connections such as antennas or cable televisions.
- j) Damage to other connected devices such as televisions, monitors, receivers or other AV equipment.
- k) Damage due to spilled liquids or immersion of Product in liquid, unless Your Product is a Console Device covered by [PRODUCT PROTECTION PLUS].
- l) Damage caused by non-approved or non-licensed peripherals or accessories.
- m) Repairs due to failures caused by the use of non-compatible, non-original equipped hard disks.
- n) Shipping or transportation damage, improper installation or setup, user facilitated minor adjustments and settings as outlined in the Product manual.
- o) Accidental damage not covered under the [PRODUCT PROTECTION PLUS] coverage.
- p) Accidental screen damage unless you purchased the [PRODUCT PROTECTION PLUS].
- q) Intentional or incidental damage or gross neglect.
- r) Cosmetic damage, including dents or scratches, or any other cause that does not impact the normal operating condition of the Product, as determined by the Service Plan Administrator.

DEDUCTIBLE:

There is no deductible for claims under this Service Plan.

RENEWABILITY:

Your Service Plan is renewable at Our discretion.

CANCELLATION:

You may cancel Your Service Plan within the first thirty (30) days of purchase by calling the Service Plan Administrator. You will receive a credit refund in the form of PSN account funds, a check, a debit card or credit card refund, at Our option, in the amount of one hundred percent (100%) of the Price, less the cost of any repairs made, except as otherwise required by law (applicable to the original purchaser of the Service Plan only). You may cancel Your Service Plan after thirty (30) days from the date of purchase by calling the Service Plan Administrator. You will receive a pro rata check, debit card, or PSN account funds refund, at Our option, less the cost of claims paid (if any) and an administrative fee not to exceed ten

percent (10%) of the Price of this Service Plan or twenty-five dollars (\$25), whichever is less, except as otherwise required by law. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will receive a check or debit card refund, at Our option, of the unearned pro rata Price less any claims paid, except as otherwise required by law.

TRANSFERABILITY:

This Service Plan is not transferable to any other product or person.

RIGHT TO RECOVER:

If We make any payment to You, We are entitled to recover what We paid from other parties. By You accepting payment and settlement of a claim, You transfer to Us Your right to recover money from any other third party.

ARBITRATION:

READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

THE FOLLOWING STATE SPECIFIC REQUIREMENTS APPLY IF YOUR SERVICE PLAN WAS PURCHASED IN ONE OF THE FOLLOWING STATES AND SUPERSEDE ANY OTHER PROVISION HEREIN TO THE CONTRARY:

AL, AR, CT, GA, IL, IN, KY, MA, ME, NC, NH, NJ, NV, NY, OR, SC, UT and WY only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244].

HI, MT, VA and VT only: The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157].

AL, AR, HI, MA, ME, MN, MO, NJ, SC and WY only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. 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 the return of the Service Plan. This provision applies only to the original purchaser.

GA, LA, NV, OR, UT, WI and WY only: The Arbitration provision is deleted in its entirety. It is not applicable to You.

Alabama only: Under **CANCELLATION**, No claims incurred or paid will be deducted from any cancellation refund regardless of who initiates the cancellation.

Arizona only: The following is added to the **CANCELLATION** provision: No claim incurred or paid shall be deducted from any cancellation refund regardless of who initiates the cancellation. We will not cancel or void this Service Plan due to pre-existing conditions, prior use or unlawful acts relating to the Product or misrepresentation, acts or omissions by Us or Our subcontractors. The following is added to the **ARBITRATION** provision: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 2910 N. 44th Street, 2nd Fl., Phoenix, AZ 85018-7256, Attn: Consumer Affairs. "You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Plan under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the A.D.O.I., toll free phone number 800-325-2548

California only: The following is added to the **CANCELLATION** provision: You may cancel this Service Plan if You return the Product(s), or the Product(s) is sold, lost, stolen, or destroyed. The **CANCELLATION** provision is amended from thirty (30) days of purchase to thirty (30) days from the date of receipt of Your Service Plan. The following is added to the **ARBITRATION** provision: This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, You may contact BEAR at 1-800-952-5210, or You may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highland, California 95660, or You may visit their website at www.bear.ca.gov.

Colorado only: Actions under this Service Plan may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party of this Service Plan may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

Connecticut only: If We are unable to resolve any disputes with You regarding this Service Plan, You may file a written complaint with the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the item subject to the extended warranty, the cost of repair of the item, and a copy of the extended warranty Service Plan. The following is added to the **DELAYS** provision: The term of this Service Plan will be automatically extended for the period during which the Product is in the custody of a service center for repair. The following is added to the **CANCELLATION** provision: You have the right to cancel the Service Plan if You return the Product, the Product is sold, lost, stolen, or destroyed.

Florida only: The rate charged for this Service Plan is not subject to regulation by the Florida Office of Insurance Regulation. Under the **CANCELLATION** provision, any reference to administrative fees is deleted. The following is added to the **ARBITRATION** provision: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

Georgia only: Should any discrepancies arise between the English and Spanish Service Plan forms in the interpretation of a given issue, the English version will take precedence in all matters. This Service Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. The following is added to the **CANCELLATION** provision: You may cancel this Service Plan at any time. This Service Plan shall be non-cancelable by the Service Plan Provider or the Service Plan Administrator except for fraud, material misrepresentation, or failure to pay the consideration due therefore. Cancellation will be in accordance with O.C.G.A 33-24-44 of the Georgia Code. If You wish to cancel, You must notify the Administrator in writing or surrender the Service Plan to the Administrator, whereupon the Administrator will refund the unearned Service Plan Price. No claim paid or incurred or cancellation fees shall be deducted from any refund owed.

Indiana only: Proof of payment to the Service Plan Seller constitutes proof of payment to American Bankers Insurance Company of Florida, issuer of the insurance policy that insures the Service Plan Provider's obligations.

Maryland only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan or twenty (20) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. 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 the return of the Service Plan. This provision applies only to the original purchaser.

Michigan only: If performance of the Service Plan is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Plan shall be extended for the period of the strike or work stoppage.

Minnesota only: The Obligations under this Service Plan are insured by a service contract reimbursement insurance policy issued by American Reliable Insurance Company, [11222 Quail Roost Drive, Miami, FL 33157]. The **ARBITRATION** provision has been amended by adding the following: Any Arbitration shall take place in the state where You reside or at any other place agreed to in writing by You and Federal Warranty Service Corporation.

Missouri only: The obligations under this Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed, including a claim for the refund of the unearned purchase price, or Service Plan Administrator ceases to do business or goes bankrupt, You may apply directly to American Bankers Insurance Company of Florida.

Nevada only: The purchase of this Service Plan as a condition of approval of a loan or the purchase of goods is not permitted. This Service Plan does not provide coverage for pre-existing conditions. **Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, and a refund is not credited within forty-five (45) days after the return. We shall pay the holder a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser. No claims or repairs incurred may be deducted from any refund. The following is added to the **CANCELLATION** provision: We may not cancel this Service Plan once it has been in effect for at least seventy (70) days except for the following conditions: failure by You to pay the Service Plan Price; the conviction of You of a crime which results in an increase in the service required under the Service Plan; fraud or material misrepresentation by You in purchasing the Service Plan or obtaining service; the discovery of an act or omission, or a violation of any condition of the Service Plan by You which substantially and materially increases the service required under the Service Plan; or a material change in the nature or extent of the service required under the Service Plan which occurs after the purchase of the Service Plan and substantially and materially increases the service required beyond that contemplated at the time of purchase.

New Hampshire only: In the event You do not receive satisfaction under this Service Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

New Jersey only: The following is added to the **CANCELLATION** provision: Prior notice is not required if cancellation is due to nonpayment, material misrepresentation or omission, or substantial breach of Your contractual obligations related to the Product or its use.

New Mexico only: The purchase of this Service Plan is not required in order to purchase any Product(s). **Free Look:** If this Service Plan is returned within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale if refund is not credited within sixty (60) days after the return, We shall pay the holder a penalty of ten percent (10%) of the Service Plan Price for each thirty (30) day period or portion thereof that the refund, and any accrued penalties, remain unpaid. This provision applies only to the original purchaser.

New York only: Free Look: You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser.

North Carolina only: The Purchase of a Service Plan is not required either to purchase or obtain financing for the covered Product.

Ohio only: The Obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], [(800) 852-2244]. If We fail to perform or make payment due under the terms of the Service Plan within sixty (60) days after You request performance or payment, You may apply to American Bankers Insurance Company of Florida, including, but not limited to, any obligation in the Service Plan in which We must refund You upon cancellation of the Service Plan.

Oklahoma only: Coverage afforded under this Service Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. The obligations under this Service Plan are insured under a service contract contractual liability insurance policy. Our obligations under the Service Plan are insured by a policy of insurance issued by American Bankers Insurance

Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. The CANCELLATION provision is deleted and replaced with the following: You may cancel Your Service Plan within the first thirty (30) days of purchase by calling the Service Plan Administrator. In the event the Service Plan is cancelled by You within the first thirty (30) days, and no claims have been made, You will receive a credit refund in the form of PSN account funds, a check, a debit card or credit card refund, at Our option. The refund will be based upon one hundred percent (100%) of the unearned pro rata premium. You may cancel Your Service Plan after thirty (30) days from the date of purchase or have made a claim within the first thirty (30) days by calling the Service Plan Administrator. You will receive a check, debit card, or PSN account funds refund, at Our option, based upon one hundred percent (100%) of the unearned pro rata premium less (a) ten percent (10%) of the unearned pro rata premium or twenty-five dollars (\$25), whichever is less and (b) the actual cost of any service provided under the Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of fraud or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will receive a check or debit card refund, at Our option, based upon one hundred percent (100%) of the unearned pro rata premium less the actual cost of any service provided under the Service Plan. The **ARBITRATION** provision is deleted and replaced with the following: **NON-BINDING ARBITRATION: Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or Damages Through Court Action Prior to Engaging in Non-Binding Arbitration.** Disputes under this Service Plan shall be subject to mandatory, non-binding arbitration. To begin arbitration, either You or We must make a written demand to the other party for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and not any state law on arbitration. The arbitration decision will not be binding on either party, and following such decision either party may elect to bring suit in a court of competent jurisdiction with respect to the claim or claims considered in the arbitration proceeding. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to the State Disclosures section of this Service Plan for any added requirements in Your state. In the event this arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

South Carolina only: If We do not timely resolve such matters within sixty (60) days of proof of loss, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, or 1-800-768-3467. Coverage afforded under this Service Plan is not guaranteed by the Property and Casualty Guaranty Association.

Texas only: Under **DEFINITIONS, Service Plan Administrator**, is amended to include the following: The Service Plan Administrator Registration Number for Sony Computer Entertainment America, LLC. (SCEA, LLC), is 170. If You have a question or complaint regarding this Service Plan, You may contact the Texas Department of Licensing and Regulation at the following address and telephone number: Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 (within Texas only) or (512) 463-6599. The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida, [11222 Quail Roost Drive, Miami, FL 33157]. In the event any covered service is provided to You by Us before the sixty-first (61st) day after the proof of loss has been filed, or if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Service Plan is canceled, You may apply directly to American Bankers Insurance Company of Florida. The purchase of this Service Plan is not required in order to obtain financing for the Covered Product. **Free Look:** If You cancel this Plan before the thirty-first (31st) day after the date of purchase, We shall refund You or credit to Your account the full purchase price of the Plan and may not impose a cancellation fee. This provision applies only to the original purchaser of the Plan, and is not transferable. **CANCELLATION:** We will pay a penalty of ten percent (10%) per month on any refund that is not paid or credited within forty-five (45) days after return of the Plan to Us.

Utah only: Coverage afforded under this Service Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. This Service Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The following is added to the **CANCELLATION** provision: No cancellation of this Plan shall become effective, unless We provide You with notice of such cancellation at least 30 days prior to the effective date of cancellation and shall state the reason for cancellation. We may cancel for the following reasons: (a) nonpayment of Plan Price of the Plan; (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 Plan; or (d) substantial breach of contractual duties, conditions, or warranties. The following is added to the **IF YOU NEED SERVICE** provision: If You require service outside of normal business hours, You may call 1-866-716-7669 to register Your claim.

Washington only: This Service Plan does not provide coverage for any and all pre-existing conditions known by You that occur prior to the effective date of this Service Plan. **Free Look:** You may, within thirty (30) days, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, You will be refunded the full Service Plan Price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within thirty (30) days after the return of the Service Plan. This provision applies only to the original purchaser. The following is added to the **ARBITRATION** provision: Nothing in the section headed 'Arbitration' shall invalidate Washington state law(s) which would otherwise be applicable to any arbitration proceeding arising from this Service Contract. All arbitrations will be held in the county in which You maintain Your permanent residence. The Obligations under this Service Plan are backed by the full faith and credit of the Service Plan Provider. Only the following within the **DEFINITIONS** section are deleted and replaced: Service Plan Administrator is changed to Provider. Price is changed to Provider Fee. Service Plan is changed to Service Contract. Service Plan Holder/You/Your is changed to Service Contract Holder. Service Plan Provider/We/Us/Our is changed to Service Contract Provider.

Wisconsin only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The obligations under this Service Plan are insured by a policy of insurance issued by American Bankers Insurance Company of Florida. If We fail to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with Us or if We become insolvent or otherwise financially impaired, the written claim can be submitted to American Bankers Insurance Company of Florida at the following address: [11222 Quail Roost Drive, Miami, FL 33157], or call the toll-free number at [1-800-852-2244]. **Free Look:** You may, within twenty (20) calendar days of mailing of the Service Plan, or ten (10) days if delivered at time of sale, reject and return this Service Plan. Upon return of the Service Plan within the applicable time period, if no claims have been made, the Service Plan is void and You will be refunded the full Service Plan Price. 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 the return of the Service Plan. The right to void this Service Plan is not transferable and applies only to the original purchaser. The **CANCELLATION** provision is deleted and replaced with the following: You may cancel Your Service Plan within the first thirty (30) days of purchase by calling the Service Plan Administrator. You will receive a credit refund in the form of PSN account funds, a check, a debit card or credit card refund, at Our option, in the amount of one hundred percent (100%) of the Price. You may cancel Your Service Plan after thirty (30) days from the date of purchase by calling the Service Plan Administrator. You will receive a pro rata check, debit card, or PSN account funds refund, at Our option, less an administrative fee of ten percent (10%) of the Price of this Service Plan. The effective date of cancellation is the date We receive Your request for cancellation of Your Service Plan. We reserve the right to cancel this Service Plan at any time in the event of a substantial breach of duties by You related to the covered Product or its use, nonpayment by You, or material misrepresentation by You. If We cancel this Service Plan, You will be provided with a written notice at least thirty (30) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. You will receive a check or debit card refund, at Our option, of the unearned pro rata. Proof of loss must be provided as soon as reasonable possible and within one (1) year after the time required by the Service Plan. Failure by You to furnish proof of loss within the time required by the Service Plan does not invalidate or reduce a claim, unless We are prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming only: If You purchased the **[PRODUCT PROTECTION PLUS]** coverage, accidental damage coverage is not limited to drops, liquid spills or cracks.

[To review the General Privacy Policy of Federal Warranty Service Corporation, United Service Protection, Inc. and Assurant Service Protection, Inc., Assurant Solutions companies, please visit
[<http://www.assurantsolutions.com/privPolGeneral.html>].]