

**Samsung Care+ for Business
Service Contract Terms & Conditions**

Definitions

Throughout this Service Contract, the following capitalized words have the stated meaning:

- **“ADH”**: refers to Accidental Damage From Handling; meaning, damage directly resulting from unintentionally damaging the Covered Product (such as a cracked screen) or spilling liquid onto it. ADH IS NOT COVERED UNLESS AN “ADH” NOTATION IS SHOWN ON YOUR PLAN CONFIRMATION.
- **“Administrator”, “Servify”**: the party authorized by Us who is responsible for administering benefits to You in accordance with the terms and conditions of this Service Contract, Servify US Inc., 5608 17th Ave., NW, Seattle WA 98107; 24/7 Phone # [1-833-965-1615]; unless otherwise specified in the Special Jurisdictional Requirements section of this Contract and applicable to Your jurisdiction.
- **“Covered Accessories”**: the following accessories which were included with the original packaging and covered under the [Samsung Care+ for Business Extended Warranty Protection Plan] Coverage Plan Option[s]: One (1) for [Rugged Device(s)] specifically, the [charging adapter]; and Two (2) for [Chromebooks and Laptops] specifically, the [stylus and charging adapter]. Any and all other accessories are expressly excluded under this Plan irrespective of whether such other accessories were included with the original packaging or purchased separately.
- **“Covered Device”, “Device”**: the eligible Smartphone, Tablet, Smart Watch, Earbuds, Chromebook, Laptop or Rugged Device that is covered under this Service Contract.
- **“Device Purchase Receipt”**: the receipt document (email or electronic) provided to You when You purchased Your Device, which confirms Your Device purchase price and Device purchase date.
- **“MB”**: refers to mechanical or electrical breakdown of Your Device screen or digitizer resulting from defects in materials or workmanship.
- **“MSRP”**: the manufacturer’s suggested retail price of Your Covered Device.
- **“Plan”**: the specific “Coverage Plan Option” under this Service Contract that You have selected and purchased, as indicated on Your Plan Confirmation.
- **“Plan Confirmation”**: the Service Contract certificate or other receipt document (email or electronic) provided to You at time of purchase as proof of Your Contract purchase that confirms the coverage Plan selected by You, the coverage Term, any applicable deductible, and the purchase date of this Contract.
- **“Power Surge”**: damages to a Covered Device resulting from an oversupply of voltage while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Covered Device to a power source.
- **[“Promotional Period”**: any period of time during which We may agree to cover some of Your costs of this Service Contract on Your behalf in connection with a limited time promotion we may offer to You with Your purchase of an eligible Covered Device. Payment or discounts We provide to You toward Your purchase of this Contract during a Promotional Period will be stated on Your sales receipt or Plan Confirmation for the Covered Device.]
- **“Rugged Device”**: the smartphone, tablet or other portable device(s) specifically designed to operate reliably in harsh usage environments and conditions such as strong vibrations, extreme vibrations, extreme temperatures or wet and/or dusty conditions and listed in the Plan Confirmation as a Covered Device.

- **“Service Contract”, “Contract”:** this Service Contract terms and conditions document, which along with the Plan Confirmation makes up Your entire agreement. Benefits under this Contract are additional to Your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support.
- **“Term”:** the period of time in which the provisions of Your Plan are valid, as indicated on Your Plan Confirmation.
- **“We”, “Us”, “Our”, “Obligor”, “Provider”:** Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114; (unless otherwise specified in the Special Jurisdictional Requirements section and applicable to Your jurisdiction).
- **“You”, “Your”:** the original business entity purchaser or owner of the product covered under this Service Contract.

What is Covered

This Service Contract provides for the labor and/or parts necessary to repair Your Covered Device when You have a covered claim. At Our sole discretion, You may be provided a replacement for Your original Covered Device in lieu of repair. See the About Repairs and About Replacements bullets below for full details.

About Repairs - Parts used for repairs may be new, used, refurbished or parts that perform to the factory specifications of Your original Covered Device.

- **About Replacements** - Reasonable efforts will be made in order to replace Your original Covered Device with a same match; however, We reserve the right to replace the original Covered Device with one (1) of equal or similar features and functionality, but We do not guarantee such replacement will be the same color, or model as Your original Covered Device. Additionally, please note that sometimes technological advances that are out of Our control may result in a replacement that has a lower selling price than Your original Covered Device, and this Agreement does not provide any reimbursement for such a cost difference. Also know that any/all parts, components, or whole items that We provide replacement for will automatically become Our property.

During the Contract Term, Servify will provide You with access to a call center and web-based support for Your Covered Device. Administrator support starts on the date You purchase the Contract for Your Covered Device. Support may include assistance with claim registration, determining when hardware service is required or ADH coverage may be applicable.

In the event You file a product warranty claim in which Your Covered Device has sustained Accidental Damage from Handling as a result of normal use, and ADH coverage is applicable to Your Plan, We will transition Your claim from an in-warranty claim to a request for service under the Terms of this Contract and We will make arrangements for repair/replacement services as an ADH claim.

Coverage Plan Options

Coverage under this Service Contract provides for the following, as applicable to Your Plan purchase. For details on the Term of this Contract, kindly refer to Your Plan Confirmation.

1.1. [Samsung Care+ for Business Extended Warranty Protection Plan]

1.1.1. PLAN COVERAGE – Coverage is provided for Your Covered Device as follows:

- 1.1.1.1. MB and Power Surge coverage for Your Covered Device;
- 1.1.1.2. MB coverage for Your Covered Accessories;
- 1.1.1.3. One-time battery replacement service for Covered Device(s) in the event a non-disposable battery fails due to a MB defect including but not limited to, short circuit, swelling or leakage.

1.1.2. PLAN TERM – Upon expiration of the manufacturer’s warranty, MB coverage becomes effective and continues for the Term shown on Your Plan Confirmation.

1.1.3. **PLAN CLAIM LIMIT** – Unlimited number of covered claims until the accumulated amount that We have paid equals the MSRP of the Covered Device per each twelve (12) month period from the effective date of this Contract until the end of the Term. Once this limit is reached, Our obligations will be considered fulfilled for the twelve (12) month period. If this limit is reached in the final twelve (12) month period, Our obligations will be fulfilled, and Your Plan will expire after the last repair is completed.

1.2. [Samsung Care+ for Business Accidental Damage Protection Plan] and [Samsung Care+ for Business Accidental Damage Protection Plan with Advanced Exchange Service]

1.2.1. **PLAN COVERAGE:** Coverage is provided for Your Covered Device as follows:

- 1.2.1.1. ADH coverage is provided for Your Covered Device, including any Rugged Device(s).
- 1.2.1.2. MB and Power Surge coverage is provided pursuant to sections 1.1.1.1, 1.1.1.2 and 1.1.1.3 beginning from the coverage start date or upon the expiration of the manufacturer's warranty, as more fully described below.

1.2.2. **PLAN TERM:**

- 1.2.2.1. For [Samsung Care+ for Business Accidental Damage Protection Plans], MB coverage begins upon the expiration of the manufacturer's warranty and continues for the Term shown on Your Plan Confirmation.
- 1.2.2.2. For [Samsung Care+ for Business Accidental Damage Protection Plan with Advanced Exchange Service], MB coverage will begin on coverage start date and end on coverage end date as shown on Your Plan Confirmation. During the manufacturer's warranty period, [advanced exchange] service is available for any service requests on covered claims.
- 1.2.2.3. For all Plans, ADH coverage will begin on coverage start date and end on coverage end date as shown on Your Plan Confirmation.

1.2.3. **PLAN CLAIMS LIMIT:** Our limit of liability under this Plan shall be as follows:

- 1.2.3.1. Two (2) covered ADH claims are allowed for the Covered Device, including any Rugged Device(s) per each twelve (12) month period from the effective date of this Contract until the end of the Term. Our limit of liability for any single claim shall not exceed the lesser of the fair market value or the MSRP of the Covered Device at the time of the claim. Once this limit is reached, Our obligations will be considered fulfilled for the twelve (12) month period. If the limit is reached in the final twelve (12) month period, Our obligation will be fulfilled, and Your Plan will expire after the last repair is completed.
- 1.2.3.2. Our limit of liability under this Plan for MB claims will be in accordance with the provisions of section 1.1.3.

1.3 [Samsung Care+ for Business Unlimited Accidental Damage Protection Plan]

1.3.1. **PLAN COVERAGE** - Coverage is provided for Your Rugged Device(s) as follows:

- 1.3.1.1. Unlimited ADH coverage is provided for Your Rugged Device(s) during the Term of this Plan.
- 1.3.1.2. This Plan option is not available for any Covered Device other than Rugged Device(s).
- 1.3.1.3. MB and Power Surge coverage is provided pursuant to sections 1.1.1.1, 1.1.1.2 and 1.1.1.3 upon the expiration of the manufacturer's warranty [and continues for the Term shown on Your Plan Confirmation].

1.3.2. **PLAN TERM** – ADH coverage for any Rugged Device(s) will begin on coverage start date and end on coverage end date as shown on Your Plan Confirmation. No ADH coverage is provided for any Covered Devices other than Rugged Device(s).

1.3.3. PLAN CLAIMS LIMIT – Our limit of liability under this Plan shall be as follows:

- 1.3.3.1. Our limit of liability for any single ADH claim shall not exceed the lesser of the fair market value or the MSRP of the Rugged Device(s) at the time of claim. There is no limit to the number of valid claims We will pay during the Term of this Plan. Upon expiration of the Term of this Plan, Our obligations will be considered fulfilled and We shall have no further responsibility to repair or replace Your Rugged Device(s) thereafter. No ADH coverage is provided for any Covered Devices other than Rugged Device(s).
- 1.3.3.2. Our limit of liability under this Plan for MB claims will be in accordance with the provisions of section 1.1.3.

How to File a Claim

IMPORTANT: The submission of a claim does not automatically mean that the damage to or breakdown of the Device is Covered under Your Plan and this Service Contract. In order for a claim to be considered, You have to contact the Administrator first for claim approval and authorization number.

Be sure to keep this Contract, the original Device Purchase Receipt, and the Plan Confirmation together, as they will come in handy when You have a Claim! These items make up Your complete Contract.

You may obtain service or claim support by using the Web Portal [<https://samsungenterprise.servify.tech>], by emailing Servify at [enterprisesupport@servify.tech] or by calling [1-833-965-1615].

Explain the problem Your Device is experiencing and provide the Administrator any additional information/documentation in order to validate Your claim. For faster claim handling, please have the mobile phone number/email address used during the registration process or Your Covered Device serial number readily available. You must also, upon request, present Your Plan Confirmation and the Device Purchase Receipt.

After confirmation of claim eligibility under Your Plan and this Contract, the Administrator will issue a claim reference number to You along with additional information regarding how Your Product will be further serviced (refer to the “Location of Service” section below for further details).

Follow the instructions for returning Your original device to the Administrator as described under the Your Responsibilities section, including the device back-up, software removal and related security requirements.

In the event the Contract Term expires during time of an approved Claim, Your coverage will be automatically extended until the date in which the Claim in progress has been fulfilled completely in accordance with the terms and conditions of the Contract.

DURING HARDWARE SERVICE, SERVIFY OR ITS REPAIR LOCATION MAY DELETE THE CONTENTS OF THE COVERED DEVICE AND REFORMAT THE STORAGE MEDIA. Servify will return Your Covered Device or provide a replacement as the Covered Device was originally configured, subject to applicable updates. Servify may install OS updates as part of hardware service that will prevent the Covered Device from reverting to an earlier version of the OS. Third party applications installed on the Covered Device may not be compatible or work with the Covered Device as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

Location of Service

Upon processing Your service request, Administrator will provide You with the following service options at Our discretion:

- Advanced Exchange process: We will deliver to You the replacement product via express mail, together with the shipping label for You to return Your original defective Device back to Us

(“Advanced Exchange”). You must return Your original Device back to us within fourteen (14) days of receiving Your replacement device. Failure to do so may result in delays in processing subsequent future claims under Your Plan, and Administrator reserves the right to withhold subsequent Device repair/ replacement services under Your Plan until Your original defective Device(s) is returned to the Administrator.

- Same-Unit Repair process: Upon processing Your service request, Administrator will supply You with a return courier package which You must use to ship Your defective or inoperable Device to Us for same-unit repair (“Same-Unit Repair”).
- Administrator will ship the Covered Device to Our authorized service provider. Once service is complete, Administrator will return the Covered Device to You.
- Administrator will pay for shipping to and from Your location, unless no fault is found or the Device cannot be repaired, in which case You will be responsible for shipping costs.
- Administrator may also offer to provide other service options if available in Your jurisdiction, such as walk-in service where You may physically visit an authorized service provider for repair/replacement service (“Walk-In Service Location”) or on-site service, where a qualified engineer is dispatched to Your registered address to provide repair services (“On-Site Service”). Such offer will be at Our sole discretion, and will not be mandatory.

In the event of walk-in service, You will be responsible for all transportation costs to the Walk-In Service Location(s). Administrator will only be responsible for the cost of parts and/or labor to repair or replace Your Device as per the terms of this Service Contract. Similarly, in the event of On-Site Service, You will be responsible for any technician dispatch charges, if applicable, at the time the On-Site Service is scheduled.

What Is Not Covered (Exclusions)

AS RELATED AND APPLICABLE TO THE COVERED DEVICE(S), THIS SERVICE CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR SERVICES IN CONNECTION WITH OR RESULTING FROM:

- A. A pre-existing condition known to You (“pre-existing condition” refers to a condition that within all reasonable probability, relates to the functional fitness of the Covered Device screen before this Contract was purchased).**
- B. Any claim for service to or replacement of the Covered Device that has not been prior authorized by the Administrator.**
- C. Servicing of the Covered Device in association with a non-covered claim, and shipping or delivery charges associated with the initial purchase of the Covered Device.**
- D. Fortuitous events; including, but not limited to: environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action.**
- E. Breakdown or damage that is covered under any other insurance, warranty, guarantee and/or service agreement providing the same benefits as outlined in this Contract.**
- F. Abuse (meaning, the intentional treatment of the Covered Device in a harmful, injurious, malicious or offensive manner which results in its damage and/or breakdown), neglect, negligence, misuse, intentional harm or malicious mischief of or to the Covered Device.**
- G. Theft or mysterious disappearance, loss (unforeseen disappearance) or vandalism of or to the Covered Device.**
- H. Rust, corrosion, warping, bending, animals, animal inhabitation or insect infestation.**
- I. Any upgrades, attachments, accessories or peripherals, or any breakdown or damage to these items except as expressly provided for under this Contract, as described under the definition of Covered Accessories. Any and all other accessories are expressly excluded irrespective of whether such accessories were included with the original purchasing or purchased separately.**

- J. Any items that are consumer replaceable and designed to be replaced over time throughout the life of the Covered Device; including, but not limited to batteries, except as otherwise expressly provided for under the Coverage Plan Options section; any and all degradation of battery capacity occurring after twelve (12) months from the purchase date of this Contract.**
- K. Improper removal or installation of replaceable components, modules, parts or peripherals and/or installation of incorrect parts.**
- L. Routine, periodic or preventative maintenance.**
- M. Lack of providing manufacturer's recommended maintenance or operation/storage of the Covered Device in conditions outside manufacturer specifications, or use of the Covered Device in such a manner as would be voidable coverage under the manufacturer's warranty, or use of the Device in a manner inconsistent with its design or manufacturer specifications.**
- N. Adjustment, manipulation, modification, removal or unauthorized repairs of any internal component/part of a Covered Device performed by anyone other than a service center/technician authorized by the Administrator or the manufacturer.**
- O. Any kind of manufacturer recall or rework order on the Covered Device, of which the manufacturer is responsible for providing, regardless of the manufacturer's ability to pay for such repairs.**
- P. Any Claim related to cosmetic damage (meaning damages or changes to the physical appearance of the Covered Device that does not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish) or structural imperfections (when such do not impair the overall functionality of the Covered Product).**
- Q. Service or replacement outside the fifty (50) States and the District of Columbia of the United States of America.**
- R. We shall not be responsible for any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.**

IMPORTANT: RESTORATION OR TRANSFER OF SOFTWARE AND/OR DATA, AND DATA RECOVERY SERVICES ARE EXPRESSLY EXCLUDED UNDER THIS CONTRACT. WHEN AT ALL POSSIBLE, WE STRONGLY ENCOURAGE YOU TO BACK UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND ESPECIALLY PRIOR TO SUBMITTING YOUR COVERED DEVICE FOR SERVICING PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Your Responsibilities

RETURN OF YOUR ORIGINAL DEVICE: If You have been issued a claim reference number in connection with an approved service request, You must follow these steps before sending in Your device for repair, replacement. If Your Device will not turn on or respond, complete as many steps as possible:

- Backup Your Device. To protect Your personal data and information, erase Your Device by completing a factory reset.
- Remove all accessories before shipping a device for repair service. Samsung Authorized Service Centers ("ASC") will not be responsible for lost or broken accessories. For example, damage may occur to a protective cover if the ASC must remove it.
- Remove the sim card(s), expanded memory cards, protective covers, "MDM Control", passwords and screen locks, earbuds for headphones if applicable, and keep it in a safe place or suspend service if necessary.
- "MDM Control" is defined as (a) Knox, VNware, SOTI, MAAS 360, etc.; (b) disable the device in EFOTA from firmware management; (c) remove Knox Guard locks and policies until the repair is complete; and (d) remove from KME to stop any auto-enrollment of profiles.
- Please include the power adapter if there is a power-related issue.

PRODUCT PROTECTION: If protective items such as covers, carrying cases or pouches were provided or made available for use with Your Device, You should make every effort to utilize these product accessories for protection against damage to Your Device. If You suspect damage or

breakdown of Your Device, You should promptly take reasonable precautions in order to protect against further damage. ANY CLAIM DETERMINED TO BE AS A RESULT OF NEGLIGENCE, NEGLIGENCE, MISUSE OR ABUSE (AS DEFINED) OF OR TO THE COVERED PRODUCT WILL NOT BE COVERED UNDER THIS SERVICE CONTRACT.

MAINTENANCE AND INSPECTIONS: If specified in the Device manufacturer's warranty and/or owner's manual, You must perform all of the care, maintenance and inspections for the Device as indicated. You may be required to provide proof of fulfillment of such maintenance, care and/or inspection services at time of claim. ANY CLAIM RESULTING FROM THE LACK OF COMPLIANCE WITH THE PRODUCT MANUFACTURER'S WARRANTY AND/OR OWNER'S MANUAL WILL NOT BE COVERED UNDER THIS CONTRACT.

Limitation of Liability

To the maximum extent permitted by applicable law, Servify and its employees and agents will under no circumstances be liable to You or any subsequent owner of the Covered Device for any indirect or consequential damages, including but not limited to the costs of recovering, reprogramming, or reproducing any program or data or the failure to maintain the confidentiality of data, any loss of business, profits, revenue or anticipated savings, resulting from Servify's obligations under this Service Contract. To the maximum extent permitted by applicable law, the limit of Servify and its employees' and agents' liability to You and any subsequent owner arising under the Contract shall not exceed the original price paid for the Contract. Servify specifically does not warrant that (i) it will be able to repair or replace the Covered Device without risk to or loss of programs or data, (ii) it will maintain the confidentiality of data, or (iii) that the operation of the product will be uninterrupted or error-free. The benefits conferred by this Contract are in addition to any rights and remedies provided under consumer laws and regulations. To the extent that liability under such laws and regulations may be limited, Servify's liability is limited, at its sole option, to replacement or repair of the Covered Device or supply of the service. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so some or all of the above limitations may not apply to You.

Plan Charges

[The cost of this Service Contract will be billed to You in full or in monthly installment payments, for the duration of the Plan Term] [The cost of this Contract will be billed to You in full or in monthly payments depending on the Term of Your Plan], unless this Contract is non-renewed, cancelled or fulfilled as described below, in which case billing will cease.

[If this Service Contract was purchased with a limited time promotional offer, You must pay the cost of this Contract upon the expiration of the Promotional Period for continued coverage under Your Plan, and We may request Your payment information for continued coverage under this Contract upon the expiration of the Promotional Period in the event Your credit or debit card information is not on file with Us.]

For monthly Contracts, each month during the Term of Your Plan, You will be charged for the cost of this Contract on the credit or debit card provided at the time of purchase. The cost of this Contract is indicated on the Plan Confirmation. Applicable sales taxes, and regulatory surcharges and assessments, if any, may be added to Your monthly charges. Nonpayment by You will result in cancellation of the Contract as set forth below. It is Your responsibility to maintain a valid credit card or bank account information with the seller to process payments; failure to do so may cause this Contract to be cancelled. Applicable deductible(s), non-return charges, non-covered claim charges, taxes and regulatory surcharges or assessments, if any, may be added to Your bill or, at Our discretion, collected from You prior to providing a replacement product.

Cancellation

You may cancel Your Service Contract within thirty (30) days of Your purchase or receipt of this Contract, whichever occurs later. You will receive a one-hundred percent (100%) refund of the full Contract purchase price paid by You, minus any claims paid by Us (except in Missouri & Nevada where claims deduction is prohibited). If Your refund is not paid or credited within thirty (30) days

after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. If You wish to cancel Your Contract, please contact the Administrator. You may not cancel this Contract after thirty (30) days.

We may only cancel this Contract for:

- (a) Non-payment of the Contract purchase price by You;
- (b) Material misrepresentation by You; or
- (c) Substantial breach of duties under this Contract by You in relation to the Covered Device or its use.

If We cancel this Contract, We will provide written notice to You at Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, the following will apply:

- (a) For Fixed-Term Plans, You will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan purchase price, less the value of any benefits provided to You under this Contract.
- (b) For monthly Plans or monthly installment payments, cancellation will be deferred until midnight on the last day of the month for which Your last monthly payment was paid. Your monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of Your intent to cancel Your Plan and no cancellation refund will be provided.

Transferability

If You wish to transfer coverage under this Service Contract to a different owner, please contact the Administrator to initiate Our transfer process. Transferability is determined at Our sole discretion and may not be available.

Renewability

If You wish to renew coverage under this Service Contract, please contact Samsung or its authorized reseller directly prior to the expiration of Your current Term to initiate Our renewal process. Renewability is determined at Our sole discretion and may not be available.

Guaranty

This is not an insurance policy; it is a Service Contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to replace the Device covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract, and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

General Terms

- (a) Servify may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to You in doing so.
- (b) Servify is not responsible for any failures or delays in performing under the Plan that are due to events outside Servify's reasonable control.
- (c) This Service Contract is valid and eligible for purchase in the contiguous United States of America, plus Alaska and Hawaii (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly EXCLUDED.)
- (d) In carrying out its obligations Servify may, solely for the purposes of monitoring the quality of Servify's response, record part or all of the calls between You and Servify.
- (e) You agree that any information or data disclosed to Servify under this Plan is not confidential or proprietary to You. Furthermore, You agree that Servify may collect and process data on Your

behalf when it provides service. This may include transferring Your data to affiliated companies or service providers in accordance with Servify's Privacy Policy listed at [<https://servify.tech/privacy/>].

- (f) Servify will protect Your information in accordance with Servify's Privacy Policy available at [<https://servify.tech/privacy/>]. If You wish to have access to the information that Servify holds concerning You or if You want to make changes, You may contact Servify at [enterprisesupport@servify.tech].
- (g) This Contract, including the terms, conditions, limitations, exceptions and exclusions, and Your Plan Confirmation constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.
- (h) There is no informal dispute settlement process available under this Contract.

Special Jurisdictional Requirements

Regulation of Service Contracts may vary widely from state to state. Any provision within this Contract that conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Contract was purchased in one of the following states and supersede any other provision within Your Contract terms and conditions to the contrary.

Connecticut: The following disclosure statement is added to this Service Contract: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Device, the cost of repair of the Device and a copy of the Contract.

Guaranty section is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Contract and We fail to issue any applicable refund within sixty (60) days after cancellation, You may file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or by calling 1-866-505-4048.

Cancellation section is amended as follows: This Service Contract may be cancelled by You if the Device covered under this Contract is returned, sold, lost, stolen or destroyed.

Georgia: The following disclosure statement is added to this Service Contract: This Contract will be interpreted and enforced according to the laws of the state of Georgia.

Cancellation section is amended as follows: If You cancel this Service Contract after thirty (30) days of purchase of this Contract, You will receive a pro rata refund of the Contract purchase price paid by You minus any claims paid by Us. The Provider may only cancel this Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Contract, no cancellation fee shall apply, and We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation.

What Is Not Covered (Exclusions) section is amended to include: Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

Illinois: The following disclosure statements are added to this Service Contract: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Contract. This Contract does not cover failures resulting from normal wear and tear.

Indiana: The following disclosure statement is added to this Service Contract: This Contract is not insurance and is not subject to Indiana insurance law.

Guaranty section is amended as follows: Your proof of payment to the Seller for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You. If We fail to perform or make payment due under this Contract within sixty (60) days after You request

the performance or payment, You may request the performance or payment directly from the insurer that issued the Provider's service contract reimbursement policy, including any applicable requirement under the Contract that the Provider refund any part of the cost of the Contract upon cancellation of the Contract.

Pre-Existing Conditions definition is deleted and replaced with the following: conditions that were caused by You or known by You prior to purchasing this Contract.

Oregon: How To File A Claim section is amended as follows: If You need to file a claim under this Service Contract, You must contact the Administrator using the Web Portal [<https://samsungenterprise.servify.tech>], by emailing Servify at [enterprisesupport@servify.tech] or by calling [1-833-965-1615] to obtain a claim reference number prior to having any repairs made to Your Device. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

Utah: The following disclosure statements are added to this Service Contract: This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

Guaranty section is amended as follows: Should the provider fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You are entitled to file a claim directly against the Insurance Company.

Cancellation is amended as follows: We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

How To File A Claim is amended as follows: If You need to file a claim under this Service Contract, You must contact the Administrator using the Web Portal [<https://samsungenterprise.servify.tech>], by emailing Servify at [enterprisesupport@servify.tech] or by calling [1-833-965-1615] to obtain a claim reference number prior to having any repairs made to Your Device. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.