

VISIBLE PROTECT PRE-OWNED SAMPLE TERMS & CONDITIONS

There may be different or additional coverage based on your state. Your specific terms and conditions will be included in your Welcome Kit. To request a sample copy of the terms and conditions specific to your state call 1-866-450-5185.

VISIBLE PROTECT PREOWNED

**VISIBLE PROTECT PREOWNED
DECLARATIONS PAGE**

PRODUCT OWNER:

PRODUCT COVERED DESCRIPTION – MAKE/MODEL		COVERAGE START DATE 12:01 a.m. Standard time at the address shown above		COVERAGE END DATE 12:01 a.m. Standard time at the address shown above	
SERIAL NUMBER		PRODUCT PURCHASE DATE		MAXIMUM REPLACEMENT VALUE	
COVERAGE PURCHASED	PRICE	DEDUCTIBLE	SERVICE FEE	UNRECOVERED EQUIPMENT FEE	SHIPPING AND HANDLING FEE
<p>The maximum number of replacements under Visible Protect Preowned is two (2) during a twelve (12) month period. No further replacements will be provided for the remainder of this period.</p> <p>There are no repair or replacement limits for mechanical and electrical breakdown losses.</p>					
<p>For service contact: 1-866-576-1669 or visit Us at www.fastclaim.com/visible</p>					

THIS COVERAGE IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH ON THIS PAGE AND THE ENCLOSED DOCUMENTS. PLEASE READ THEM CAREFULLY.

VISIBLE PROTECT PREOWNED SERVICE CONTRACT TERMS AND CONDITIONS

This Service Contract is not a contract of insurance.

This Service Contract is issued in conformance with these terms and conditions. The Service Contract includes the Declarations Page, Terms and Conditions, state specific Addendums and any other applicable Addendums. **This Service Contract must be made available for inspection when You require service.**

THIS SERVICE CONTRACT IS INCLUSIVE OF THE MANUFACTURER'S WARRANTY; IT DOES NOT REPLACE THE MANUFACTURER'S WARRANTY, BUT PROVIDES CERTAIN ADDITIONAL BENEFITS DURING AND BEYOND THE TERM OF THE MANUFACTURER'S WARRANTY. LOSSES COVERED BY THE MANUFACTURER DURING THE MANUFACTURER'S WARRANTY PERIOD ARE NOT COVERED UNDER THIS SERVICE CONTRACT.

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

Service Contract Provider/We/Us/Our means the entity that is contractually obligated to You under the terms of this Service Contract. The Service Contract Provider is Federal Warranty Service Corporation, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 1-866-576-1669 in all states except in California where the Service Contract Provider is Sureway, Inc., 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 1-866-576-1669; in Florida where the Service Contract Provider is **United Service Protection, Inc.**, 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 1-866-576-1669; in Oklahoma where the Service Contract Provider is Assurant Service Protection, Inc., 480 E. Swedesford Road, Suite 350, Wayne, PA 19087, 1-866-576-1669; and in New Jersey where the Service Contract Provider is the entity from which You purchased Your Product.

Service Contract Administrator means the entity responsible for the administration of this Service Contract. The Service Contract Administrator is The Signal, P.O. Box 47168, Atlanta, GA 30362. in all states, except in Oklahoma where the Service Contract Administrator is The Signal, L.P., P.O. Box 47168, Atlanta, GA 30362; and in Wisconsin where the Service Contract Administrator is Federal Warranty Service Corporation, P.O. Box 47168, Atlanta, GA 30362 .

Service Contract Seller is Visible Service LLC, 10000 Park Meadow Drive, Lone Tree, Colorado 80124, the entity that sold the Service Contract to You.

Product means Your covered Visible Service LLC communications device, and as listed on the Declarations Page, or at Our discretion, any replacements provided by Visible Service LLC, manufacturer, or by Us, under this Service Contract.

Service Contract means this Service Contract, which You have purchased to cover the Product described on the Declarations Page.

Price means the consideration paid for by You for this Service Contract.

COVERAGE TERM:

If You purchased this Service Contract at the same time You purchased Your Product, this Service Contract will take effect immediately and will cover Your Product up to the coverage end date on the Declarations Page or until cancelled by either You or Us.

If You purchased this Service Contract on a date later than the purchase of Your Product, this Service Contract will take effect immediately after the purchase of the Service Contract and will cover Your Product up to the coverage end date or until cancelled by either You or Us. Please see Your coverage start date and coverage term on the Declarations Page for Your coverage specifics.

WHAT IS COVERED:

PROTECTION Preowned – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear. Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

PROTECTION Preowned Plus – This Service Contract provides repair or replacement coverage for Product hardware failures due to normal wear and tear including accidental damage (such as drops, liquid spills, and cracks). Should We repair Your Product, We will restore its hardware and preloaded manufacturer's software functionality to the manufacturer's written specifications.

IF YOU NEED SERVICE:

All claims must be reported as soon as reasonably possible. This Service Contract covers only those claims reported within ninety (90) days of the date of the Product's failure.

TELEPHONE HARDWARE AND SOFTWARE SUBSCRIBER ASSISTANCE: To arrange for service, call the toll free number or visit Us at the website indicated on the **Declarations Page**. A service representative will assist You by telephone and/or remote online support to diagnose any technical difficulties that may exist with Your Product's hardware or preloaded manufacturer's software. To the extent that Our telephone diagnosis confirms a covered hardware failure, We will process Your claim and arrange for any applicable service of Your Product. Our level of technical service does not support customized or proprietary software, applications not included by the manufacturer of Your Product at no additional cost, or software errors that confirm improperly functioning or defective software. Additionally, this Service Contract does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

SERVICE LOCATION: Repairs will be performed at an authorized repair center determined by Us. Service will be available and rendered during the regular working hours and workweek of the product repair centers. If Your Product requires an approved repair more than once within a sixty (60) day period, service must be completed by the original repair center.

REPLACEMENT OPTION: At Our option, following Our telephone diagnosis, We will either:

- 1) Replace Your Product with a new, refurbished, or recertified product of like kind and quality if We are unable to repair Your Product or if the repair cost exceeds the current retail replacement value of Your Product. While We will try to accommodate specific replacement preferences such as equipment color, cosmetics, or features, this request is not guaranteed. The price of the replacement product shall not exceed the maximum replacement value of the original Product less any applicable deductible. If We replace Your Product, We will ship the replacement product to You; or
- 2) Issue a cash credit equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible. The cash credit, with Your authorization, will be deposited in Your account with Visible Service LLC and may be used by You toward the purchase of any eligible replacement product of Your choice; or
- 3) Provide a settlement equal to the value of the replacement product, not to exceed the maximum replacement value of the original Product less any applicable deductible.

When You receive either the replacement product, cash credit, or settlement, the damaged/unrepairable Product becomes Our property. You are responsible for returning the damaged/unrepairable Product to Us and any subsequent shipping costs such as express or expedited shipping, or any reshipping expenses.

Once We receive the damaged/unrepairable Product, We will inspect the Product and validate that the reported hardware failure is covered under this Service Contract. Should We determine that the failure resulted from an Exclusion in this Service Contract, We will contact You with Our findings and arrange either to:

- 1) Charge to You the difference between the value of the replacement product, cash credit, or settlement and the current market value of the damaged/unrepairable Product; or
- 2) Return the Product to You and charge You the value price of the replacement product, cash credit, or settlement; or
- 3) Return the Product to You after We receive the replacement product, cash credit, or settlement. The returned replacement product must be in the same condition that We sent it to You.

DELAYS: We will exercise reasonable efforts in providing service under this Service Contract, 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 rebuilt 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.

MANUFACTURER'S WARRANTY: During the manufacturer's warranty period, the manufacturer will pay for items covered under its expressed warranty; and We will pay for other covered items herein, not covered by the manufacturer's warranty. If You should call for service on an item covered under the manufacturer's warranty We will refer Your call to the manufacturer.

EXCLUSIONS:

PROTECTION Preowned excludes: any loss, repair or replacement necessitated by acts of God; accidental, consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, spilled liquids, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to device batteries; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

PROTECTION Preowned Plus excludes: any loss, repair or replacement necessitated by acts of God; consequential, incidental or intentional damage; misuse, abuse, neglect, or services (or damages caused) by non-authorized repair personnel; pre-existing conditions known to You that occurred prior to the coverage start date; rust, corrosion, insect infestation or fire; theft or burglary, mysterious disappearance, vandalism, transport, riot, environmental conditions, sand, dirt, damage from exposure to weather conditions, power reductions or fluctuations; loss or damage to or of antennas, external housing, or casings that does not affect the mechanical or electrical function of the Product; loss or damage to device batteries; loss or damage to stored data (including contacts, ring tones, and games), repairs related to computer viruses, or software that is added after the original Product purchase; "no problem found" diagnosis or any defects that are subject to a manufacturer's warranty; claims for any loss caused by the use of the Product in a manner not recommended by the Manufacturer; claims arising from any breach of implied or expressed warranty of merchantability or fitness of the Product from the manufacturer.

WHAT YOU MUST DO: In order to keep this Service Contract 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. It is Your responsibility to protect the Product from further damage and comply with the owner's manual. You must notify the Service Contract Administrator in writing if Your address changes.

INELIGIBLE FOR COVERAGE: This Service Contract does not provide any service for property held in inventory or property held as Your stock in trade. Enrollment in this Service Contract is only available for new communications devices under manufacturer's warranty or, at Our discretion, certified reconditioned communications devices.

CANCELLATION: You may cancel this Service Contract at any time for any reason by mailing a request for cancellation or calling the Service Contract Administrator at the toll free number indicated on the Declarations Page.

If You cancel this Service Contract within the first thirty (30) days of the coverage start date, and the Price has been paid, and no claims have been paid, the contract is void and You will receive a full refund. In the event this Service Contract is cancelled after thirty (30) days or within the first thirty (30) days and You have made a claim, We will refund to You the unearned pro rata Price, less any claims paid up to the date of cancellation. If this Service Contract was inadvertently sold to You on a product which was not intended to be covered by this Service Contract, We will cancel this Service Contract and return the full Price to You. If You cancel, We are not responsible to provide You with written notice of cancellation.

If You cancel or do not renew Your service with Visible Service LLC for any reason, including nonpayment, this constitutes cancellation of the Service Contract by You, subject to the terms and conditions of this Service Contract.

We may cancel this Service Contract within the first sixty (60) days for any reason. After sixty (60) days, We may only cancel this Service Contract for (1) nonpayment of the Price; (2) fraud or material misrepresentation; or (3) substantial breach of duties by You. If We cancel due to fraud, material misrepresentation or a substantial breach of duties by You,

We will provide You with written notice, with the reason for cancellation, at Your last known mailing or email address (depending on Your chosen form of communication) at least thirty (30) days before cancellation. We will refund the unearned pro-rata Price less any claims paid.

DEDUCTIBLE (if applicable): You will be assessed a non-refundable deductible as shown on the Declarations Page each time a repair or replacement is completed.

SHIPPING AND HANDLING FEE (if applicable): You are responsible for payment of a non-refundable Shipping and Handling Fee each time a repair or replacement is shipped as shown on the Declarations Page.

UNRECOVERED EQUIPMENT FEE (if applicable): If the damaged/unrepairable Product is not returned to Us within ten (10) calendar days from the date We ship the replacement product to You, We will charge to You the non-refundable Unrecovered Equipment Fee listed on the Declarations Page.

We reserve the right to collect any Fee due to Us under this Service Contract prior to issuing a replacement product, cash credit, or settlement.

TRANSFER: This Service Contract is not transferable.

RENEWAL: For monthly term programs, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal. For term programs, We may, at Our option, renew this Service Contract; however, We are not obligated to offer You another Service Contract upon the coverage end date of this Service Contract or to accept a Service Contract renewal, in the event You tender one. If the Service Contract is renewed, We reserve the right to change the provisions of this Service Contract (including Price and Deductible) upon giving You at least thirty (30) days written notice prior to the date of renewal.

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 Consumer 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 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, 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 Contract 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.

E-CONSENT

CONSENT TO CONDUCT BUSINESS ELECTRONICALLY

Please print or download a copy of this Disclosure for your records

We are required by law to obtain Your consent to enter into the Contract and deliver Communications to You electronically. This Disclosure applies to all Communications related to Visible Protect. Your consent to this Disclosure applies to all mobile phone numbers listed under Your account ownership. The words “We,” “Us,” and “Our” refer to the company that issues Your Contract or provides evidence of coverage to You, and all of its subsidiaries, affiliates and agents. These companies operate under the trade name, Assurant. The words “You” and “Your” mean You, the individual(s) or entity that owns the Contract or an authorized representative. **Your consent to this Disclosure is not required to obtain or renew any product or service provided by Us.**

“**Communications**” means all information that We are required to provide You by law, or as reasonably necessary to administer Your Contract, which may include, but is not limited to: Your enrollment or application form, declarations page, Policy, certificate, terms and conditions, claims adjudication, notices, billing statements, retail installment contract, notice of cancellation, notice of non-renewal and changes in the terms of Your Contract.

“**Contract**” means a Policy/certificate, Extended Service Contract, or any other product or service requested by You and provided by Us.

“**Policy**” means a written contract of insurance, or written agreement effecting insurance, or the certificate thereof, and includes all clauses, riders or endorsements, and declarations page.

“**Extended Service Contract**” means a contract or agreement for a separately stated consideration or for a specific duration to perform the repair, replacement or maintenance of property or indemnification for repair, replacement or maintenance, for the operational or structural failure due to a defect in materials, workmanship or normal wear and tear, with or without additional provision for incidental payment of indemnity under limited circumstances, but does not include mechanical breakdown insurance or maintenance agreements.”

Scope of Communications to Be Provided in Electronic Form. You agree that We may provide any Communication in electronic format, and that We may discontinue sending paper Communications to You. We reserve the right to modify the terms and conditions on which We provide electronic Communications at any time.

Method of Providing Communications to You in Electronic Form. All Communications may be provided to You by one or more of the following methods: (1) via e-mail; (2) by access to a secure website that We will designate in advance for such purpose; (3) SMS text or iMessage (standard messaging rates apply) sent through an automatic telephone dialing system, or other means; and (4) any other electronic means of delivery permissible under applicable law.

How to Withdraw Consent. You may withdraw Your consent to receive Communications electronically by contacting Us at 1-866-576-1669. Please allow a reasonable period of time to process Your request.

How to Update Your Records. It is Your responsibility to provide Us with true, accurate and up-to-date contact information. You can update Your information by contacting Us at 1-866-576-1669. Please do not send confidential information to Us via traditional e-mail, as We cannot guarantee that the transmission will be secure.

Hardware and Software Requirements. In order to access, view and retain electronic Communications from Us, You must have: (i) A device suitable for connecting to the Internet; (ii) An up-to-date Internet browser and device software; (iii) A valid e-mail account and/or cell phone number or account number; (iv) Added the domains @em.assurant.com and @assurant.com to Your e-mail account's list of "safe senders;" (v) Electronic storage capacity to retain Our Communications and/or a printer; and (vi) Software that enables You to view files in Portable Document Format. You may be able to download the most recent version of Adobe Reader by [clicking here](#). If You cannot download the most recent version of Adobe Reader, please call Your manufacturer to find out how to download software that is functionally equivalent.

Requesting Paper Copies. At no additional cost to You, You may request a paper copy of any Communication by contacting Us at 1-866-576-1669.

Severability. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Disclosure is invalid, then that provision will be removed and the remaining provisions will continue to be valid and enforceable.

Acceptance and Consent. You acknowledge that: (i) You are the applicant or owner of the Contract, or are validly authorized by the applicant or owner to act on his/her behalf; (ii) Your consent to enter into the Contract and receive Communications electronically does not automatically expire and is not limited as to duration; (iii) We will not be liable for any loss, liability, cost, expense, or claim arising from the services provided pursuant to this Disclosure; (iv) If You cannot access Your Communications, You must immediately notify Us so We can help identify the issue, or arrange to have the Communications delivered via alternative means.