Staples

Protection & Tech Help

POWERED BY asurion

We, the administrator or the retailer from whom you purchased the covered product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE "PLAN") ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH BINDING AND INDIVIDUAL ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED BY THIS PLAN. For more information on how to file a claim or for technical support, please call customer service at 1-844-728-7854 or go online to www.asurion.com/staples.

OBLIGOR: The company obligated under this Plan in the District of Columbia and all states, except Florida, is **Asurion Service Plans, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Service Plans of Florida, Inc.**, who can be contacted at P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.

DEFINITIONS: Throughout this Plan, the following words have the following meanings:

1. **"we," "us"** and **"our"** mean the company obligated under this Plan, as referenced in the Obligor section above;
2. **"administrator"** means (i) Asurion Services, LLC in all states, except Florida, and the District of Columbia; and (ii) Asurion Service Plans of Florida, Inc. in Florida. The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167;
3. **"retailer"** means USR Parent, Inc., and their affiliates, the retailer of the covered product and this Plan;
4. **"covered product"** means the consumer item that you purchased or a consumer item owned by you that passed the diagnostic and repair evaluation and is covered by this Plan;
5. **"you"** and **"your"** mean the individual who purchased the covered product and this Plan or the approved transferee;
6. **"breakdown"** means the mechanical or electrical failure of the covered product(s) caused by: (i) defects in materials and/or workmanship; (ii) power surge; (iii) dust, heat or humidity; (iv) normal wear and tear; or (v) unintentional and accidental damage from handling as a result of normal use ("ADH") for new laptops, chromebooks, eReaders, and electronic products designed to be portable, if you purchased the ADH Plan; and
7. **"replacement product"** means a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL COVERED PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original covered product.

INSTRUCTIONS: This Plan, including the terms, conditions, limitations and exclusions, and your sales or diagnostic and repair evaluation receipt or order confirmation email for the covered product and this Plan, constitute the entire agreement between you and us. Please keep this Plan and your sales receipt or order confirmation email for future reference; you may need them to obtain service. You may also save a copy of your sales receipt or order confirmation email by visiting www.asurion.com/staples. You must follow the manufacturer's instructions for proper use, care and maintenance of the covered product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. If applicable, it is important that you back up all data files on your covered product prior to obtaining service; repairs to your covered product may result in the deletion of such data files.

CONNECTED PRODUCTS AND COMPUTING PRODUCTS

WHAT IS COVERED: This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) reimburse you for authorized repairs to, or replacement of, the covered product; (iii) for new covered products, issue you a gift card or check for the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email; or (iv) for existing covered products, issue you a gift card or check for the replacement value, as determined by us, not to exceed $500.00. Non-original parts may be used for repair of the covered product. **NOTE: For electronic products with an operating system:** You are responsible for backing up all computer software and data prior to commencement of any repairs. We are not responsible for any lost data, including documents, databases, messages, licenses, contacts, passwords, books/magazines, games, photos, videos, ringtones, music or other nonstandard software or data on your covered product. Coverage under this Plan also includes access to technical assistance and support for your covered product(s) through the Tech Help application during the term of this Plan. Tech Help application terms of service can be accessed at www.asurion.com/staples. To download the Tech Help application, go to www.asurion.com/staples.

PRODUCT SPECIFIC COVERAGE BENEFITS:

1. Repair or replacement of accessories included in the box by the manufacturer (e.g. game controllers, additional camera lenses, and remote controls).
2. Power surge protection.
3. Access to technical assistance and support for your covered product(s) through the Tech Help application during the term of this Plan. Tech Help application terms of service can be accessed at www.asurion.com/staples. To download the Tech Help application, go to www.asurion.com/staples.
4. Breakdowns due to ADH, as long as you purchased an ADH Plan, as indicated on your sales receipt.

FURNITURE, BACKPACKS AND LUGGAGE

WHAT IS COVERED: This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) reimburse you for authorized repairs to, or replacement of, the covered product; or (iii) issue you a gift card or check for the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the covered product.

PRODUCT SPECIFIC COVERAGE BENEFITS:

1. Structure of wood and metal products: This Plan covers structural defects to frames, cases, seat and back construction to include: dovetail construction; warping to shelving and legs, frame breakage or separation of frame components; separation of joints and welds; damage to hinges and mechanisms to include all moving parts and metal hardware; lifting, cracking, peeling, tarnishing or pitting of veneers, laminate, other wood, lacquer, damage to engraved photo finish or solid brass furniture; and breakage of casters, wheels, buttons, drawer pull/guides and other moving parts.
2. Finishes to solid wood veneered or plastic laminated products: This Plan covers lifting, cracking, peeling or scaling of solid woods, laminated finishes and veneer; and minor heat marks up to one inch in length.
3. Fabric or vinyl products: This Plan covers seam separation and slippage; loss of latex backing to fabrics and vinyl; rips or tears; and excessive loss of foam, latex and spring resiliency of backs and cushions.
4. Frames: The Plan covers structural defects, warping, cracking and breaking of frames and legs.
5. Leather products: The Plan covers seam separation, slippage or early wear-through in leather; cracking, lifting and peeling; and minor heat marks up to one inch in length.
6. Stain coverage: The Plan covers stains caused from beverages, food, human and pet bodily fluids, mold and mildew.

ALL OTHER PRODUCTS

WHAT IS COVERED: This Plan covers replacement costs or parts and labor costs to repair your covered product in the event it experiences a breakdown that is not covered under any insurance policy, warranty or other service contract. If we determine that we cannot service your covered product as specified in this Plan, we may, at our discretion: (i) replace it with a replacement product; (ii) reimburse you for authorized repairs to, or replacement of, the covered product; or (iii) issue you a gift card or check for the original purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the covered product.

PRODUCT SPECIFIC COVERAGE BENEFITS:

1. Repair or replacement of accessories included in the box by the manufacturer (e.g. game controllers, additional camera lenses, and remote controls.
2. Power surge protection.
3. Breakdowns due to ADH, as long as you purchased an ADH Plan, as indicated on your sales receipt.

The following provisions apply to all Plans:

TERM OF COVERAGE FOR NEW COVERED PRODUCTS: The term of this Plan begins on your date of purchase and continues for the period indicated on your sales receipt or your order confirmation email. This Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty. After the manufacturer's warranty expires, this Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within these terms and conditions. Except for the product specific coverage benefits outlined above, which begin on your date of purchase, all other Plan coverage becomes effective immediately following the expiration of the manufacturer's warranty. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your covered product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

TERM OF COVERAGE FOR EXISTING COVERED PRODUCTS: The term and coverage of this Plan begins thirty (30) days after the Plan purchase date and continues for the period indicated on your sales receipt or your order confirmation email. Plan coverage remains in effect throughout the duration of your term, unless cancelled or fulfilled pursuant to the provisions below. In the event your covered product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

HOW TO MAKE A CLAIM: If your covered product experiences a breakdown, you may go online to www.asurion.com/staples twenty-four (24) hours, seven (7) days a week, or you may call customer service twenty-four (24) hours, seven (7) days a week at 1-844-728-7854 to speak to an agent. **All repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** In-home, depot or carry-in service may be available; the customer service agent will inform you what type of service your covered product qualifies for during the filing of the claim. We will pay for the cost of shipping your covered product to and from the authorized service center if depot service is required. At our sole discretion, we may require that you return or send pictures of the original covered product to us for inspection by our authorized service center, or we may require you to purchase a replacement product with similar features, as a condition to receiving a replacement product or a reimbursement under this Plan. We may require you to fill out a claim facilitation form prior to receiving service or a replacement or reimbursement under this Plan. You may also be required to produce a State or Federal issued photo I.D., other than a student or professional license or I.D., as a condition to receiving service or replacement or reimbursement under this Plan. All claims must be reported within thirty (30) days after expiration of this Plan.

NO LEMON POLICY: After three (3) service repairs for the same defect have been completed on an individual covered product under this Plan, and that individual covered product requires a fourth (4th) repair for the same defect, as determined by us, we will provide you with a replacement product, not to exceed the purchase price you paid for the covered product excluding sales tax, as indicated on your sales receipt or order confirmation email, or provide you a gift card or check for the cost of a replacement product not to exceed the purchase price you paid for the covered product, excluding sales

tax, as indicated on your sales receipt or order confirmation email. Preventative maintenance checks, cleanings, covered product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy. **NOTE:** The No Lemon Policy does not apply to: (i) repairs performed while the covered product is under the manufacturer's warranty; (ii) breakdowns caused by ADH; or (iii) Plans for existing covered products.

LIMIT OF LIABILITY:

1. **PER-CLAIM LIMIT:** For any single claim, the limit of liability under this Plan is the least of the cost of: (i) authorized repairs; (ii) replacement with a replacement product; (iii) reimbursement for authorized repairs or replacement; (iv) for new covered products, the purchase price you paid for the covered product, excluding sales tax, as indicated on your sales receipt or order confirmation email; or (v) for existing covered products, the replacement value, as determined by us, not to exceed $500.00.
2. **AGGREGATE CLAIM LIMIT:** The total amount we will pay for all claims on any single covered product is the purchase price you paid for the covered product excluding sales tax, as indicated on your sales receipt or order confirmation email. However, for existing covered products in no event will we provide a gift card or check for more than $500.00. In the event the total cost of all authorized repairs, replacements or reimbursements equals the purchase price you paid for the covered product excluding sales tax, or $500.00 for existing covered products, we will have fulfilled all of our obligations owed under this Plan and this Plan will terminate.

SERVICE FEE: There is no service fee for repairs or replacements provided under this Plan.

FREE TRANSFERABILITY: This Plan may be transferred to a subsequent owner of the covered product at no additional charge. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

MANUFACTURER'S RESPONSIBILITIES: Parts and services covered during the manufacturer's warranty period are the responsibility of the manufacturer.

WHAT IS NOT COVERED:

1. **Breakdowns caused by accidental damage or spilled liquids (unless you purchased an ADH Plan for new laptops, chromebooks, eReaders, or and electronic product designed to be portable), insect infestation, introduction of foreign objects, misuse, abuse, intentional physical damage, or negligence , including but not limited to burns and heat marks longer than one inch (1");**
2. **Service performed by unauthorized repair personnel;**
3. **Parts intended for periodic replacement (for example: batteries);**
4. **Cosmetic damage, including scratches, peelings or dents that do not impede the mechanical functionality of the item (unless otherwise provided for above) and problems due to improper installation;**
5. **Damage resulting from Acts of God;**
6. **Covered products with altered or missing serial numbers;**
7. **Products that are not listed on this Plan;**
8. **Consequential or incidental damages, including but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort, except as otherwise stated herein;**
9. **"No Problem Found" diagnosis or breakdown caused by failure to follow the manufacturer's instructions;**
10. **Pre-existing conditions that occurred prior to your enrollment in this Plan;**
11. **Service or replacement outside of the USA;**
12. **Products not originally covered by a store return policy or manufacturer's warranty, including, but not limited to, floor models;**
13. **Damages caused by third-party actions, fire, collision, vandalism or theft;**
14. **Liability or damage to property, or injury or death to any person or pet arising out of the operation, maintenance or use of the covered product;**
15. **Cost of preventative maintenance and breakdowns caused by improper preventative maintenance;**
16. **Covered products with safety feature(s) removed, bypassed disabled or altered;**
17. **Any damage or loss to any data or operating system, including damage or loss as a result of any repairs or replacement under this Plan;**
18. **Breakdowns which are not reported within thirty (30) days after expiration of this Plan;**
19. **Breakdowns resulting from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout or civil commotion;**
20. **Fabric and/or leather which has become faded or worn or soiled over time from normal everyday use, natural characteristics that cause appearance variations, X-coded fabric, or non-colorfast material;**
21. **Furniture displays, pre-owned or "as is" furniture, or furniture used for rental or located in screened rooms where the furniture may be directly or indirectly exposed to the elements;**
22. **Glass contained in/on covered products including but not limited to tabletops, cabinet doors, or other similar products;**
23. **Stains caused by the delivery process of the covered item; stains of unknown origin; stains resulting from: acid, bleach, body oils, caustic solutions, dye, fading from sun exposure, nail polish remover, nail polish, paint, suntan oils, ballpoint ink, cosmetics or wax;**
24. **Covered products used for commercial purposes (multi-user organizations) (i.e. covered products not normally used for personal, family, or household purposes), public rental or communal use in multi-family housing. and**
25. **Any failures, parts and/or labor costs incurred that are associated with a manufacturer's recall, regardless of the manufacturer's ability to pay for such repairs, or inherent defects that are the responsibility of the manufacturer.**

RENEWAL: This Plan may be renewed at our discretion.

CANCELLATION: You may cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing DepartmentC@asurion.com, or by writing the administrator at: P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you will receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars ($25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice will state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you will receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, including sales tax, less the cost of any claims which have been paid or repairs that have been made. In AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY, and any other jurisdiction(s) required by law, any refund owed and not paid or credited within thirty (30) days of the cancellation effective date will include a ten percent (10%) penalty per month.

INSURANCE SECURING THIS PLAN: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

ARBITRATION OR SMALL CLAIMS COURT AGREEMENT: Please read this section carefully. It affects your rights. For the purposes of this arbitration or small claims court agreement (referred to as the "A.A") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, agents, employees, successors and assigns of the Obligor and administrator of this Plan (as defined above), and (2) the retailer (as defined above) and its wholly owned subsidiaries, agents, employees, successors and assigns. Most of your concerns about this Plan can be addressed simply by contacting us at 1-844-728-7854. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

1. **THIS A.A.:**
   - **a.** Survives termination of this Plan.
   - **b.** Is governed by the Federal Arbitration Act.
   - **c.** Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
   - **d.** Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
   - **e.** Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.
2. **ARBITRATION PROCESS:**
   - **a.** How to start arbitration.
     - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37222-0656.
     - Describe the dispute and relief sought in the Notice.
     - If the dispute is not resolved within 30 days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
   - **b.** Arbitration will be conducted by the AAA following the Consumer Arbitration Rules ("Rules"). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
   - **c.** Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.
3. **FEES:**
   - **a.** In most cases we will pay all filing, administration and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
   - **b.** We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.
4. **ARBITRATION DECISION:**
   - **a.** You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
   - **b.** If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
     - We will pay you the greater of the damages or $7,500.
     - We will also pay your reasonable attorney's fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
   - **c.** We waive any right we have to recover attorney's fees and expenses from you if we win the arbitration.
   - **d.** If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

STATE VARIATIONS: The following state variations control if inconsistent with any other terms and conditions:

ARIZONA RESIDENTS: If your written notice of cancellation is received prior to the expiration of the term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does

not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives, or to any conditions that the Obligor or retailer knew or reasonably should have known about. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance. The third sentence of the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the gross amount paid for the Plan or twenty-five dollars ($25), whichever is less." The following is added to the end of Item (1) of the WHAT IS NOT COVERED section: "while owned by you."

CALIFORNIA RESIDENTS: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled by you: (a) within sixty (60) days of the receipt of this Plan, you will receive a full refund of the price paid for the Plan, less the cost of any claims that have been paid or repairs that have been made, or (b) after sixty (60) days, you will receive a pro rata refund, less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars ($25), whichever is less, and less the cost of any claims that have been made or repairs that have been made.

CONNECTICUT RESIDENTS: In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

FLORIDA RESIDENTS: The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA RESIDENTS: We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or nonpayment. The cancellation will be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan , less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars ($25), whichever is less." This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement provision of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and waive the right to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the Arbitration provision affects your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

NEVADA RESIDENTS: If the Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. In the third sentence of the Cancellation provision, "administrative fee" is deleted and replaced with "cancellation fee". If we fail to pay the cancellation refund as stated in the Cancellation provision, the penalty will be 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. Contact us at 1-844-728-7854 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

NEW HAMPSHIRE RESIDENTS: Contact us at 1-844-728-7854 with, questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The Arbitration Agreement provision of this Plan is subject to Revised Statutes Annotated 542.

NEW MEXICO RESIDENTS: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

NORTH CAROLINA RESIDENTS: The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may not cancel this Contract prior to the expiration of the term except for non-payment by you or for violation of any of the terms and conditions of this Plan. The third sentence in the Cancellation section is deleted and replaced with the following: "In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you will receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan, less an administrative fee not to exceed ten percent (10%) of the pro-rata unearned portion of the Plan price or twenty-five dollars ($25), whichever is less, and less the cost of any claims that have been paid or repairs that have been made."

OKLAHOMA RESIDENTS: Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199294.

OREGON RESIDENTS: The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-844-728-7854. In the event we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING.** Any arbitration proceedings shall be conducted within the state of Oregon."

SOUTH CAROLINA RESIDENTS: Contact us at 1-844-728-7854 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or 1-800-768-3467.

TEXAS RESIDENTS: If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to us. Texas license number: 116.

UTAH RESIDENTS: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association. The fourth sentence in the Cancellation section is deleted and replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications will state the effective date and reason for cancellation." Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

VIRGINIA RESIDENTS: Contact us at 1-844-728-7854 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

WASHINGTON RESIDENTS: If we fail to act on your claim, you may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

WISCONSIN RESIDENTS: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. If you cancel this contract due to a total loss of the Covered Equipment that is not covered by this contract, we will not deduct an administrative fee from your refund. The Arbitration Agreement provision of this contract is amended as follows: (1) The fifth and sixth sentences of the first paragraph are replaced with the following: **"TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR OTHER REPRESENTATIVE PROCEEDINGS"**; and (2) subsection 1.(b) is deleted in its entirety.

WYOMING RESIDENTS: Prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by you to us or USR Parent, Inc., and their affiliates, or a substantial breach of duties by you relating to the USR Parent, Inc., and their affiliates service or its use. The Arbitration Agreement provision of this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings will be conducted within the state of Wyoming." For the purpose of this Arbitration Agreement, references to "we" and "us" include (1) the Plan Obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

To obtain a large-type copy of the terms and conditions of this Plan, please go to: www.asurion.com/staples.

Administered by:
Asurion Services, LLC
Asurion Service Plans of Florida, Inc.
P.O. Box 1340 • Sterling, VA 20167-1340
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Customer Name: _____

Customer Address: _____