

MDG EXTENDED PROTECTION PLAN

TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

a. Throughout this MDG Extended Protection Plan Terms and Conditions (“Extended Protection Plan” or “Terms and Conditions”, collectively “Protection Plan”) we will use the terms “we,” “us,” “our,” and “MDG” (whether or not capitalized) to describe MDG USA Inc. The words “you” or “your” (whether or not capitalized) refers to the purchaser of the Protection Plan.

b. By purchasing this Extended Protection Plan you understand that this is a legal contract and you acknowledge that you have had the opportunity to read and understand the contents of this Protection Plan, and that you accept these Terms and Conditions.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE ARBITRATION PROVISION BELOW

2. THE PROTECTION PLAN

a. This Protection Plan only covers products purchased from MDG for which you have paid the Extended Protection Plan price, and that has a manufacturer’s warranty (“Covered Product”). All original invoices are required for any Covered Product repairs, replacements, exchanges, or credits. Coverage under this Protection Plan is inclusive of any applicable manufacturer’s warranty and is an extension of the coverage provided under any applicable manufacturer’s warranty without registration.

b. Your Protection Plan for the Covered Product commences on the purchase date of the Covered Product and continue for two (2) or (3) years thereafter, depending on the Protection Plan you have purchased (“Initial Period”) and subject to any applicable cancellation provision(s) set out in Section 9.

AFTER THE INITIAL PERIOD, THE PROTECTION PLAN WILL RENEW AUTOMATICALLY ON A YEAR-TO-YEAR BASIS AT THE THEN-CURRENT PRICE FOR THE PROTECTION PLAN AND YOU AUTHORIZE MDG TO CHARGE YOUR PAYMENT METHOD ON FILE FOR THE AMOUNT SPECIFIED ON YOUR PAYMENT RECEIPT UNTIL THE EXTENDED PROTECTION PLAN IS CANCELLED AS PROVIDED IN SECTION 9.

At our discretion, we may discontinue the renewal of your Protection Plan on at least 30 days’ prior written notice or offer you a new service contract. We will remind you in advance of the renewal of the Protection Plan by sending a message to the e-mail address that you have provided to us.

The Extended Protection Plan covers all the original manufacturer’s warranties, if applicable, from the date of invoice, subject to some exceptions as set out in Section 5.

c. The “Coverage Period” means the date your Protection Plan begins and expires as set out in the above subsection.

d. The Protection Plan is only available to the purchaser of the Covered Product. No other person or entity shall have any right, remedy or claim, legal or equitable, to any aspect of the Extended Protection Plan.

e. Subject to any legal warranty provided by law, MDG disclaims all warranties and conditions, express or implied, including without limitation, implied warranties or conditions of merchantability and fitness for a particular purpose, other than obligations explicitly stated herein.

f. All information regarding the Extended Protection Plan, including how to make a claim, is available by contacting MDG Customer Service. For further contact details please see: <http://www.mdg.com/content/about/support.aspx?PID=mdgusahomepage>.

g. Plan Changes. We may, at any time, revise these Terms and Conditions including the price and applicable service fees, upon sixty (60) days' written notice to you, or longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method. If you do not agree to the revised Terms and Conditions, you may cancel any Plan provided pursuant to these Terms and Conditions without penalty. If you do not cancel a Plan within the Notice Period, your continued payment of the fees or request for service under a Plan after receiving notice of a change in these Terms and Conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Terms and Conditions. In any event, you may cancel a Plan at any time in accordance with Section 9. If we adopt any revision to these Terms and Conditions that would broaden your Coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to any Plans in force.

3. MANUFACTURER'S WARRANTY

a. Parts and services covered under any applicable manufacturer's warranty are the manufacturer's responsibility and not covered by MDG under this Protection Plan during the manufacturer's warranty period.

b. Although not covered nor an obligation of MDG's under the Protection Plan, MDG may offer to help facilitate any applicable manufacturer's warranty claim by providing you administrative assistance to process a manufacturer's warranty claim directly with the manufacturer.

c. If your Covered Product is replaced as a result of an applicable manufacturer's warranty claim, your replacement device will become the Covered Product under the Protection Plan, provided that you contact MDG Customer Service at 1-800-906-0975 ext. 352 to provide the serial number and any other information requested so that we can properly identify the new device as the Covered Product.

4. EXTENDED PROTECTION PLAN – WHAT IS COVERED

a. The Extended Protection Plan applies to any part and/or labor costs resulting from mechanical breakdown or failure of a Covered Product, where such obligation was specifically covered under the terms of any applicable original manufacturer's warranty, and at MDG's sole discretion is limited to the lesser of the cost to:

i. Repair,

- ii. Replace (with same product, or product of equal or greater value), or
- iii. Original purchase price of the Covered Product in the form of a credit to your account including applicable taxes.

b. The Extended Protection Plan is strictly limited to items mentioned in Section 4 a., outlined above, and specifically excludes, inter alia, any exemplary or aggravated damages, legal fees, loss of use, loss of profit, interruption of business, stress and inconvenience, and moral damages.

c. After two covered repairs concerning the same defect have been attempted or completed on the same Covered Product during the Coverage Period (each a “Qualified Repair”), and such Covered Product requires a third Qualified Repair, we will replace it with a new device of like kind and quality and of comparable performance in accordance with the terms of Section 6 below (the “No-Lemon Benefit”) and our obligations under this Protection Plan will have been fulfilled in their entirety. This No-Lemon Benefit shall also be subject to the following:

i. You have 90 days from the date of our No-Lemon Benefit authorization to complete your Covered Product replacement transaction.

ii. You must return the Covered Product.

iii. The following services are not Qualified Repairs for purposes of the No-Lemon Benefit:

- parts and service covered under any applicable manufacturer’s warranty or by a manufacturer’s;
- preventative maintenance;
- cleanings;
- troubleshooting and any diagnosis;
- any technical issues support services in relation to computer software-related issues;
- virus and/or spyware damage/removal;
- a valid no-fault-found determination;
- accessory repairs/replacements (i.e., chargers, disposable batteries).

d. During the Coverage Period, MDG’s Technical Support department will provide you with access to telephone based technical support resources. **Telephone technical support is available only on desktop and laptop computers.** Our Technical Support representative will assist you on the telephone to determine what technical difficulties may exist. To the extent that our diagnosis confirms a hardware failure, we will assist you in arranging service for your Covered Product. We do not support customized or proprietary software, those applications that were installed after your original product purchase, or those software errors that confirm improperly functioning or defective software. Additionally, the Protection Plan does not provide education on how to utilize or perform tasks using any type of software program, preloaded or other.

5. EXTENDED PROTECTION PLAN – WHAT IS NOT COVERED

a. This Extended Protection Plan does not cover the following:

i. Accessories, promotional items and peripheral devices are not covered by the Protection Plan but may be covered under any applicable manufacturer's warranty. Examples of accessories, promotional items and peripheral devices include tablets, external speakers, monitors, keyboards, mice and remote controls;

ii. There are no MDG warranties on services or software. Warranties, if any, for software are contained in the licensing agreement that governs its purchase (or licensing) and use;

iii. Cosmetic damage (i.e., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;

iv. Maintenance, repair or replace or replacement necessitated by any causes other than normal usage and operation of the Covered Product in accordance with any applicable manufacturer's guidelines, including but not limited to theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of the Covered Product to an from an authorized service), improper equipment modifications, vandalism, spilled liquids, burned phosphor (including image ghosting), pixel burnout not in accordance with any applicable manufacturer's guidelines, computer viruses, software generated problems or acts of nature or any other peril originating from outside of the Covered Product;

v. Lost part (i.e., remotes, knobs or other similar parts) or consumable parts including but not limited to cartridges, drums, bulbs (including lamps and optical units), end-user replaceable batteries, laptop power source batteries, and end-user replaceable print heads;

vi. Unauthorized servicing and transportation charges;

vii. Covered Product with removed or altered, defaced or removed serial numbers or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product unless you show that you received a replacement product from the manufacturer under any applicable manufacturer's warranty;

viii. Covered Product used for commercial purposes, used by the public, used as a lease or rental or used in common areas in multi-family housing;

ix. Indirect, consequential or incidental damages, including but not limited to, loss of profits, loss of data, down-time and charges for time and effort;

x. Fees related to third party contracts;

xi. Acts of God including lightning, fire, flood, earthquakes and other external causes;

xii. Use outside of the permitted or intended uses described by the manufacturer;

xiii. Covered Products that have been lost or stolen (the Protection Plan only applies to Covered Products returned in their entirety);

xiv. Damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing repair or replacement service, we will use reasonable efforts to reinstall your Covered

Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);

xv. If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;

xvi. Preventative maintenance on the Covered Product; and

xvii. Any resultant damage to the Covered Product that arises from one or more conditions described above.

b. During the Coverage Period, MDG's Technical Support department will not provide the following access to telephone based technical support resources:

i. Troubleshooting issues that are likely to be resolved by upgrading your (i) operating system (ii) consumer software; or (iii) or both the current version, if you choose not to upgrade;

ii. Training services; iii. Any home network, router support or support for devices connected to your Covered Product; and iv. Damage to, or loss of any software or data that was residing or recorded on the Covered Product. This Protection Plan does not cover the recovery or reinstallation of user data.

6. REPAIR, REPLACEMENT OR CREDIT OF COVERED PRODUCT

a. Any time your Covered Product is to be repaired or replaced in accordance with these Terms and Conditions, at our sole discretion, we have the option of:

i. Repairing your Covered Product. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications;

ii. Replacing your Covered Product with a product of like kind and quality of comparable performance. If we replace your Covered Product, the following may apply: • Technological advances may result in a replacement product with a lower selling price than the original Covered Product; • Replacement products and parts may be new or refurbished (at our discretion) which meet the manufacturer's specifications of the Covered Product or parts; and • Covered Products and parts which are replaced become our property except where prohibited by law;

iii. Reimbursing you the original purchase price of the Covered Product in the form of a credit to your MDG account, including applicable taxes. All reimbursements will be made in US currency only and, at our discretion, may be made with a credit to your MDG account or check in an amount that shall not exceed the non-discounted MDG retail price, including taxes, of your Covered Product at the time you purchased it.

7. SERVICE AND SUPPORT

a. To make a claim for a Covered Product you can contact our Customer Service department at 1-800-906-0975 ext. 352. For further contact details please visit: <http://www.mdg.com/content/about/support.aspx?PID=mdgusahomepage>.

b. Telephone technical support, if applicable, is available during MDG's regular business hours.

c. We reserve the right to change the method by which we may provide repair or replacement service to you, and your Covered Product's eligibility to receive a particular method of service.

d. MDG or any of its affiliates, subsidiaries, and their authorized independent third parties performing services on our behalf may call, text or email you at any phone number that you provide us (including any mobile number) to schedule, provide support or service, update orders, follow up for feedback and inform you about other products/services. Inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply.

8. YOUR RESPONSIBILITIES

a. To receive service or support under the Protection Plan, you agree to comply with each of the terms listed below:

i. You will provide a copy of this Protection Plan and a copy of your purchase, exchange and service receipts if requested;

ii. You will provide information about the symptoms and causes of the issues with the Covered Product;

iii. You will respond to requests for information, including but not limited to the Covered Product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue;

iv. You will follow the instructions we give you, including but not limited to refraining from sending us products and accessories that are not subject to repair or replacement service and packing the Covered Product in accordance with shipping instructions;

v. You will make sure to back up software and data residing on the Covered Product prior to obtaining service from us.

9. CANCELLATION AND FULFILLMENT OF THE PROTECTION PLAN

a. There are no fees imposed on you if you choose to cancel this Protection Plan. You may cancel this Protection Plan at any time, for any reason, by calling our Customer Service department at 1-800-906-0975 ext. 352, by emailing us at support@mdg.com, or by writing to us at: MDG USA, 3422 Old Capitol Trail, PMB# 1993, Wilmington, Delaware 19808. Cancellation does not require the use of more than one of these methods to be completed and will take effect immediately. If you cancel this Protection Plan during the Coverage Period, you will receive a pro-rata refund of the price you paid for the Protection Plan based on any applicable remaining Coverage Period, less the cost of any service provided to you.

b. Cancellation by Us. A Plan may be cancelled by us for nonpayment and your Coverage will cease from the due date or renewal date if we are unable to charge your designated payment method for any reason for amounts due, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date. This Protection Plan may also be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us. If we cancel this Protection

plan, you will receive a pro-rata refund of the price you paid for the Protection Plan based on any applicable remaining Coverage Period, less the cost of any service provided to you. We may, at our discretion, suspend our obligations under this Protection Plan if you have failed to pay the price of the Protection Plan or any amount that is due in connection with this Protection Plan, or where you have failed to fulfill a material obligation such as not sending us your defective device after we have given you a replacement product.

c. Our obligations under this plan will be filled in their entirety if we replace your Covered Product with the same product, or a product of equal or greater value, or we issue you a credit for the original purchase price of the Covered Product in the form of a credit to your account, including applicable taxes.

d. At our discretion, we may elect to discontinue offering the Protection Plan and therefore discontinue further renewals at any time by giving you at least thirty (30) days' notice prior to such discontinuation or such notice period as may be required by law.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

i. **WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO 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 OUR OBLIGATIONS UNDER THIS PLAN;**

ii. **FOR ANY SINGLE CLAIM, OUR LIABILITY SHALL BE THE LESSER OF THE COST OF (A) REPAIRS AUTHORIZED BY US, OR (B) REPLACEMENT WITH A NEW OR REFURBISHED PRODUCT OF LIKE KIND AND QUALITY THAT IS OF COMPARABLE PERFORMANCE;**

iii. **WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR OR REPLACE COVERED PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE; AND**

iv. **OUR TOTAL LIABILITY UNDER THIS PROTECTION PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR COVERED PRODUCT INCLUDING APPLICABLE TAXES.**

11. INSURANCE

a. This **is not** a contract of insurance. This Plan is not a home warranty or a contract of insurance.

12. TRANSFER AND ASSIGNMENT

a. We may assign or transfer our rights, duties and obligations under this Protection Plan to a third party with prior written notice to you.

13. ARBITRATION OF DISPUTES

RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW. If you are a "Covered

Borrower” as defined by the Military Lending Act (32 CFR §232, as amended from time to time) at the time of entering into this Protection Plan, this section 13 Arbitration is not applicable, you do not need to opt out of or take any action to ensure inapplicability.

a. Either party to this Protection Plan, or any subsequent holder, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 13 (the “Arbitration Provision”), unless you opt out as provided in section 13 (b) below. As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any subsequent holder (or persons claiming through or connected with us and /or the subsequent holders), on the other hand, relating to or arising out of this Protection Plan, any Loan Agreement and Promissory Note (s), the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 13 (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Protection Plan. Past, present, or future claims, disputes, or controversies regarding any other agreements, including, without limitation, any agreements for any other products or services, between you and us (or persons claiming through or connected with us and/or the subsequent holders) are subject to the terms and conditions of those specific other agreements, and the terms and conditions of those other agreements are not amended by this agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to us at MDG USA Inc., 3422 Old Capitol Trail, PMB# 1993, Wilmington, DE 19808, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of the MDG Extended Protection Plan Terms and Conditions. The opt out notice must clearly state that you are rejecting arbitration; identify the MDG Extended Protection Plan Terms and Conditions to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf. Any opt out notice sent under this subsection (b) will only affect your opt out of this Arbitration of Disputes Provision in this agreement and will not affect an opt out, or any other aspect, of any other arbitration provision between you and us.

c. The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA’s web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall

control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If we (or the subsequent holder) elect arbitration, we (or the subsequent holder, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the subsequent holder) pay them and we agree (or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 13 (f) Arbitration of Disputes, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 13 (f) Arbitration of Disputes shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of

relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Protection Plan; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan of Credit Agreement and Disclosure Statement or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than subsection (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in subsection (f) are finally adjudicated pursuant to the last sentence of subsection (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

14. INTERPRETATION AND HEADINGS

a. Headings used in each section of this Protection Plan are for convenience only and do not affect the interpretation of this Protection Plan. Words importing the singular shall include the plural and vice versa.

15. SEVERABILITY OF PROVISIONS

a. Any provision of this Protection Plan which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Protection Plan and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

16. ENTIRE AGREEMENT

a. These Terms and Conditions and your purchase order or any confirmation email we send to you (which will contain the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Protection Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees of MDG have NO AUTHORITY (apparent, express, implied or otherwise) to alter or modify the terms and conditions of this Protection Plan – either orally or in writing.

17. ELECTRONIC DELIVERY; NOTICES.

You agree to receive electronic delivery of the Extended Protection Plan Terms and Conditions, which will be deemed delivered to you (a) when you purchased the Protection Plan by their availability at <https://secure.mdg.com/pdf/US%20MDGExtendedProtectionPlan.pdf>; and (b) when sent to you via a link

in the email address you provide to us. Further, you also agree that we may send you any notice contemplated under the Protection Plan by email to the email address you have provided to us or to the postal address we have on file for you.

18. PRIVACY. It is our policy to respect the privacy of our customers. For information about our privacy practices, please visit [MDG Privacy](#) policy.

19. STATE-BY-STATE VARIATIONS

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

a. **Alabama Residents:** You may cancel this Protection Plan within twenty (20) days of the receipt of these Terms and Conditions. If no claim has been made under the Protection Plan, the Protection Plan is void and we shall refund to you the full purchase price of the Protection Plan. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A 10% penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Protection Plan. If you cancel this Protection Plan after twenty (20) days of receipt of this Protection Plan, we shall refund to you the unearned portion of the full purchase price of the Protection Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

b. **Arizona Residents:** If your written notice of cancellation is received prior to the expiration date of the Plan, the administrator of the Plan shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan.

c. **California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Protection Plan is cancelled: (a) within sixty (60) days of the receipt of these Terms and Conditions, you shall receive a full refund of the price paid for the Protection Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

If the refund is not paid or credited to your account within thirty (30) days after we receive written notice of cancellation, the amount of the required refund or credit shall bear interest, payable to you, at the rate of 10 percent per annum for each additional 30 days or fraction thereof. For information about MDG's privacy practices please visit mdg.com/privacy. In addition to other cancellation methods set forth in this Plan, you may cancel this Plan at any time by emailing support@mdg.com.

d. **Connecticut Residents:** The expiration date of this Protection Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the administrator of this Protection Plan, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written 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 Terms and Conditions.

e. **Florida Residents:** The Protection Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Protection Plan by us. In the

event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Protection Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Protection Plan is cancelled: (a) within thirty (30) days of the receipt of the Protection Plan, you shall receive a full refund of the price paid for the Protection Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Protection Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine at our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. The rate which is charged for this Protection Plan is not subject to regulation by the Florida Office of Insurance Regulation.

f. **Georgia Residents:** This Protection Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44. You may cancel at any time upon demand and surrender of the Protection Plan and we shall refund the excess of the consideration paid for the Protection Plan above the customary short rate for the expired term of the Protection Plan. This Protection Plan excludes coverage for incidental and consequential damages only to the extent such damages are known to you or reasonably should have been known to you. Should a discrepancy arise in the interpretation of a given issue between the English version and a version issued in another language, the English version will take precedence in all matters.

g. **Illinois Residents:** You may cancel this Protection Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Protection Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Protection Plan price or fifty dollars (\$50.00); or (b) at any other time and receive a pro rata refund of the Protection Plan price for the unexpired term of the Protection Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of (10%) of the Protection Plan price or fifty dollars (\$50.00).

h. **Nevada Residents:** You are entitled to a "Free Look" period for this Protection Plan. If you decide to cancel this Protection Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Protection Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Protection Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Protection Plan is canceled by us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Protection Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Protection Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Protection Plan was issued or last renewed. If we cancel this Protection Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your

air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Protection Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Protection Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) days' notice of such non-payment, your Plan will be cancelled. We may deny coverage if you do not provide our repair technicians a safe work environment/condition to perform service.

i. **New Jersey Residents:** You may cancel this Plan within twenty (20) days of the date the Plan was sent to you or within ten (10) days of your receipt of the Plan, or within a longer time period if permitted within this Plan, and if no claim has been made during this period, the Plan shall be void and we shall provide you with the full purchase price or amount paid for the Plan by refund or credit to your account. A ten percent (10%) penalty per month, based upon the purchase price of this Plan, will be added to a refund that is not made within forty-five (45) days of cancellation of the Plan.

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

k. **North Carolina Residents:** The purchase of this Protection Plan is not required either to purchase or to obtain financing for any products MDG sells.

l. **New York Residents:** You may return this Protection Plan within at least twenty (20) days of the date of mailing of the Protection Plan or within at least ten (10) days if the Protection Plan is delivered to you at the time of sale or within a longer time period if permitted within this Protection Plan. If no claim has been made under this Protection Plan, the Protection Plan shall be void and we shall refund to you the full purchase price of the Protection Plan. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Protection Plan to us. This return and penalty provision shall only apply to the original purchaser of the Protection Plan.

m. **Oklahoma Residents:** The coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. This is not an insurance contract.

n. **Texas Residents:** You are entitled to a "Free Look" period for this Protection Plan. If you decide to cancel this Protection Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Protection Plan after thirty (30) days from

purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Protection Plan fee, whichever is less.

o. Utah Residents: This service contract or warranty 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 Utah Guaranty Fund. We can cancel this Contract during the first sixty (60) days, by mailing to You a notice of cancellation at least ten (10) days prior to the effective date of cancellation except that We can also cancel this Contract during such time period for nonpayment of premium by mailing You a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Contract by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) material misrepresentation; (b) substantial change in the risk assumed, unless You should reasonably have foreseen the change or contemplated the risk when entering into the Contract; or (c) substantial breach of contractual duties, conditions, or warranties. The notice of cancellation must be in writing to You at Your last known address and contain all of the following: (1) the Contract number; (2) the date of notice; (3) the effective date of cancellation; and (4) a detailed explanation of the reason for cancellation. If Your covered failure results in a loss of heating, cooling, or electrical power to Your air conditioner or refrigerator/freezer, repairs on Your covered product will commence within 24 hours after You report your claim by calling the number above. For any Product failure which is not reported prior to the expiration of this Contract will be considered if You can provide valid reason (examples; hospitalized, incapacitated, etc.) for delay of notice.

p. Vermont Residents: If no claim has been made under this Plan, you may return the Plan within twenty (20) days of the date of receipt and receive a full refund of the purchase price of this Plan.

q. Virginia Residents: If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <https://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

r. Washington Residents: This right to void the Plan is not transferable and applies only to the original Plan Purchaser. A ten percent (10%) penalty per month will be added to a refund that is not made within thirty (30) days of return of the Plan to us. If we cancel this Plan for any reason, we must mail you written notice of such cancellation at least twenty-one (21) days prior to the effective date of such cancellation and state the true and actual reason for the cancellation.

s. Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. i. A service contract may be cancelled by a provider only for nonpayment of the provider fee, material misrepresentation by the contract holder to the provider or administrator, or substantial breach of duties by the service contract holder relating to the covered product or its use. The provider shall mail a written notice to the service contract holder at the last-known address of the service contract holder contained in the records of the provider at least 5 days prior to cancellation by the provider. ii. The notice under paragraph (i) shall state the effective date of the cancellation and the reason for the cancellation. iii. If a service contract is cancelled by the provider for a reason other than nonpayment of the provider fee, the provider shall refund to the service contract holder 100 percent of the unearned pro rata provider fee, less any claims paid. iv. The provider may charge a reasonable administrative fee for the cancellation which may not exceed 10% of the provider fee. You

may, within twenty (20) calendar days of the delivery of this Protection Plan, reject and return this Protection Plan for a full refund if no claim has been made. The right to void this service contract is not transferable and shall apply only to the original service contract purchase. After twenty (20) days, if You cancel this contract, You will be refunded the remaining days of coverage on a monthly prorated basis, less claims or service performed. If We fail to credit a refund within forty-five (45) days after return of the service contract, a ten percent (10%) penalty per month applies to any refund not paid or credited. We will not deny your claim solely because you did not obtain preauthorization if we are not prejudiced by your failure to notify us. In the event of a total loss of property, You can cancel this contract and receive a pro rata refund, less any claims paid.

u. **Wyoming Residents:** This Protection Plan will be considered void and we will refund you the full purchase price of the Protection Plan or credit your account if you have not made a claim under this Protection Plan and you have returned the Protection Plan to us (a) within 20 days after the date we have mailed the Protection Plan to you, (b) within 10 days after you have received the Protection Plan if the Protection Plan was furnished to you at the time the Protection Plan was purchased, or (c) within a longer time period if specified in the Protection Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Protection Plan to us. The right to void the Protection Plan provided in this subsection applies only to the original Protection Plan purchaser and is not transferable. If we cancel this Protection Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.