

TERMS AND CONDITIONS

This is a legal contract (referred to hereinafter as the “**Service Contract**” or “**Contract**”). By purchasing it, You understand that it is such a contract and acknowledge that You have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

OBLIGOR/PROVIDER: The company obligated under the Contract in all states except Florida is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038; toll-free 1-866-327-5818 (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, New York, 10038).

INSTRUCTIONS: You must keep the sales receipt/invoice provided to You as proof of purchase of this Service Contract; it is an integral part of this Contract and You may be required to reference it to obtain service. This Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt/invoice constitute the entire agreement between Us and You.

DEFINITIONS: Throughout this Contract the words (1) “**We**”, “**Us**”, or “**Our**” refer to the company obligated under this Contract, as referenced in the Obligor/Provider section above; (2) “**Administrator**” refers to the entity responsible for administrating benefits to You in accordance with the Contract terms and conditions, Warrantech Consumer Product Services, Inc., PO Box 1189, Bedford, TX 76095 (Florida Residents: this Service Contract is administered by WCPS of Florida, Inc., License No. 80202). ADMINISTRATOR TOLL-FREE NUMBER: 1-866-651-5704; (3) “**Retailer**” refers to Pearle Vision; (4) “**Breakdown**” refers to the failure of the Product caused by: (a) defects in workmanship and/or materials, (b) normal wear and tear and (c) unintentional and accidental damage from handling (“ADH”); (5) “**Product**” refers to the consumer item which You purchased concurrently with and is covered by this Contract; (6) “**You**”, “**Your**” and “**Service Contract Holder**” refer to the individual who purchased the Product and this Contract; (7) “**Co-Pay**” refers to the amount of money You are required to pay the Retailer and as set forth in the Co-Pay section of this Contract; (8) “**Term**” refers to the period of time in which the provisions of this Service Contract is valid; (9) “**Claim**” refers to a demand for payment in accordance with this Contract sent by or on behalf of You.

TO OBTAIN SERVICE: If Your Product experiences a Breakdown, return it to the Retailer location from which You purchased the Product, or any other participating Retailer location if You are unable to return to Your original location. If You have moved or are unable to return the Product to the Retailer, call the Administrator toll-free at 1-866-651-5704 for instructions on obtaining service for Your Product. Please have Your sales receipt/invoice handy and be prepared to tell the Administrator the details regarding Your covered Product and the nature of the problem in need of service.

WHAT IS COVERED: In the event of an eligible Claim, this Service Contract covers the costs for servicing of Your Product that is required in order to restore it to a functional and wearable condition. Such servicing may be fulfilled in the form of repair, replacement or reimbursement (up to a maximum value equal to the original purchase price paid by You for the Product), at Our sole discretion. Servicing will be performed by the Retailer after delivery of the affected Product by You. Parts used to repair Your Product may include non-original manufacturer’s parts.

TERM OF COVERAGE: Your Contract Term and coverage commence on Your Contract purchase date or Product dispense date, if later, and remains in effect for a period of one year (12 months) as indicated on Your sales receipt/invoice. In the event the Term of Your Contract expires during the time of an approved Claim, coverage under Your Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

CO-PAY: You are required to pay the Retailer the following amount prior to receiving eligible service, as applicable to Your Claim:

- *New frames, not new lenses = \$25.00*
- *New lenses, not new frames = \$25.00*
- *New frames and new lenses = \$40.00*

LIMIT OF LIABILITY: In accordance with Your Term, the total amount that We will pay for services in connection with all claims pursuant to this Service Contract will not exceed the original purchase price of Your Product. In the event We make payments for repairs; which in the aggregate are equal to the original purchase price of Your Product, or We replace the Product for any reason, Our obligation under this Service Contract will be considered fulfilled and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS SERVICE CONTRACT; INCLUDING ANY INHERENT PRODUCT FLAWS.

GENERAL EXCLUSIONS: THIS CONTRACT DOES NOT COVER ANY FAILURE, DAMAGE, REPAIRS OR LOSS IN CONNECTION WITH OR RESULTING FROM:

- (1) Anything that is not a “Breakdown” as defined in this Service Contract (including, but not limited to anything that is considered a medical reason; such as eye exams, repair or replacement of eyewear resulting from outgrowing the original Product, and/or change in optical prescription) and fortuitous events (such as fire, collision, vandalism, theft and perils of nature);
- (2) Damage covered by other insurance, warranty, guarantee or service agreement providing the same coverage as that which is outlined in this Service Contract;
- (3) Any merchandise that is a demonstration/in-store model, or that is sold “as-is” without a manufacturer’s warranty;
- (4) Decorative embellishments (NOT including that which is included as part of the basic design/assembly of the covered Product by the manufacturer);
- (5) Any accessories that attach to or are used with the covered Product;
- (6) Damage from misuse, abuse, introduction of foreign objects into the covered product, unauthorized repairs to the covered Product, modification or alterations to the covered Product, or lack of following the instructions outlined in the manufacturer’s manual;
- (7) Damage resulting from tampering with any components designed to secure the lenses and/or arms of the covered Product, or unauthorized modifications or alterations to the covered Product;

- (8) Damage or loss resulting from neglect, negligence, or lack of performing any required maintenance (including cleaning protocols) or obtaining any inspections (as specified/required by the original manufacturer's warranty or Retailer's warranty);
- (9) Damage or loss resulting from the lack of obtaining repairs that were required to maintain the integrity of the covered product;
- (10) Physical loss (misplacement) of the covered product;
- (11) Damage resulting from improper packing/transportation or storage by You or a representative of You;
- (12) Incidental or consequential damages, including but not limited to, any delay in rendering service under this contract or loss of use during the period that the product is at a repair center or otherwise awaiting parts;
- (13) Any claim that is reported after the coverage term under the service contract has expired; or
- (14) Any service performed outside of the United States of America, its territories, or Canada.

TRANSFER: This Contract is non-transferable.

RENEWAL: This Contract is not renewable.

CANCELLATION: You may cancel this Contract at any time by informing the Retailer of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).
 - *If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.*
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us (except in Arizona, Georgia, Missouri & Nevada where Claims deduction is prohibited).
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of cancellation. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

GUARANTY: This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Contract, and We fail to refund any unearned portion of the Contract price, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

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

Alabama: **CANCELLATION** is amended to include: Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Contract.

Arizona: **EXCLUSIONS** - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section of this Service Contract.

California: **CANCELLATION** is amended as follows: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within sixty (60) days of the date You received the Service Contract, and You have made no Claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after sixty (60) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any Claims paid. Warrantech Consumer Product Services, Inc. (License No. SA-1) is the Service Contract Administrator and AMT Warranty Corp. (License No. SA-42) is the Obligor for this Service Contract.

Connecticut: In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Product is sold, lost, stolen, or destroyed. **SERVICE CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the Service Contract holder to follow the manufacturer's specifications for the use and care/maintenance of the covered Product.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. **CANCELLATION** is amended as follows: You may cancel Your Service Contract by informing the selling dealer or the Administrator, WCPS of Florida, Inc. (License No. 80202) of Your cancellation request. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent

(100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia. **CANCELLATION** is amended as follows: The Administrator may not cancel this Service Contract except for fraud, material misrepresentation, or nonpayment by You. The final sentence in the Limits of Liability section is amended to the following: Neither We nor the Administrator shall be liable for any and all pre-existing conditions that occur prior to the effective date of this Service Contract and are known to You.

Illinois: Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: Your proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You.

Nevada: **CANCELLATION** is amended as follows: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will Claims be deducted from any refund.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

New Mexico: The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

North Carolina: We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. The **CANCELLATION** section is deleted in its entirety and replaced with the following: If You cancel this service warranty Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty Contract purchase price. If You cancel this service warranty Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the Provider fee shall be based upon ninety percent (90%) of the unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract. If We cancel this service warranty, return of the Provider fee shall be based upon one hundred percent (100%) of unearned pro-rata Provider fee less the actual cost of any service provided under the service warranty Contract.

Oregon: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Texas: The Administrator is Warrantech Consumer Product Services, Inc., Service Contract Administrator No. 187. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract.

Utah: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington: What is excluded from coverage is limited to that which is expressly stated under the "WHAT IS NOT COVERED" section of this Service Contract. **CANCELLATION** is amended to include: You may file a Claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** The **CANCELLATION** section is deleted in its entirety and replaced with the following: You may cancel this Service Contract at any time. We may only cancel this Service

Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract.

For a Service Contract canceled subsequent to the period stated in the preceding paragraph or if a Claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata Provider fee, less any Claims paid.

If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less Claims paid.

Unauthorized repairs may not be covered.

The **GUARANTY** section is deleted and replaced as follows: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract purchase price, or if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct Claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

To obtain a large-type copy of this Contract terms and conditions document, please call 1-866-651-5704.