

TERMS AND CONDITIONS

Techcycle Solutions would like to thank you for purchasing this Plan. Please read these Terms and Conditions carefully so that You fully understand Your coverage under this Plan. Please also review your Techcycle Agreement provided to You at the time you purchased this Plan. The Techcycle Agreement defines the Covered Product, Coverage Amount and the Coverage Term of this Plan.

1. DEFINITIONS:

“We”, “Us” and “Our” shall mean the obligor of this Plan. **Administrator** shall mean Techcycle Solutions, LLC. The aforementioned Administrator is located at 6864 W. 153rd Street, Overland Park, KS 66223 with a telephone number: 1-913- 717-7779 **“You”, “Your”** shall mean the individual or entity who purchased this Plan or the individual or entity to whom this Plan was properly transferred in accordance with these Terms and Conditions.

The following terms are used in Your Techcycle Agreement:

Plan: Includes this document and all of the terms herein together with the Techcycle Agreement provided to you at the time of purchase of this Plan.

Plan Price: The price You paid for this Plan.

Coverage Start Date: This is the date when coverage starts under this Plan.

Coverage End Date: This is the date when the Plan coverage ends, subject to earlier termination pursuant to the terms of this Plan.

Waiting Period: The length of time as specified in the Table of Terms in your Techcycle Agreement you must wait before you are able to file a claim on this Plan.

Coverage Term or Term: This is the years of coverage, as specified in the Table of Terms in your Techcycle Agreement, You receive under this Plan, starting on the Coverage Effective Date which begins after any Waiting Period. [This Plan does not cover any losses that fall under the manufacturer’s warranty coverage or This Plan covers losses that would normally be covered under the manufacturer’s warranty coverage.] The Term of this Plan is extended for the duration of any time that the item is being repaired under this Plan.

Covered Product or Product: The product or type of product covered by this Plan.

Coverage Amount: The purchase price of the Covered Product, not including sales tax.

Coverage Type: This defines the level of coverage You purchased, such as whether Your Plan includes Optional Coverage, such as [coverage for Your employee’s personal devices (cell phones, tablets or laptops)].

[Deductible: The applicable deductible, if any, for claims.]

[Shipping: The applicable shipping charge to send Your Products to Our service center for repair(s)]

2. COVERAGES AND TERMS:

[This Warranty Protection does not cover any losses that fall under the manufacturer’s warranty coverage or This Plan will cover losses that would normally be covered under the manufacturer’s warranty coverage.]

Replacement parts will be new, rebuilt or non-original manufacturer’s parts that perform to the factory specifications of the product at Our sole option. This Plan does not cover repair or replacement of Your Product for any of the causes or provide coverage for any losses set forth below in Section 8, “WHAT IS COVERED.”

- a. [DESKTOPS, LAPTOPS, TABLETS, WEARABLES and CELL PHONES]: This Plan provides coverage for parts and labor costs to repair or replace Your Product where the problem is the result of a failure caused by:
 - i. Normal wear and tear;
 - ii. Accidental damage from handling (ADH), such as damage from drops, spills and liquid damage associated with the handling and use of Your Product;
 - iii. Damaged or defective buttons or connectivity ports located on Your Product;
 - iv. Dust, internal overheating, internal humidity/condensation;
 - v. Defects in materials or workmanship;
 - vi. Operational failure resulting from a power surge.

3. WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE:

Go to www.mytechcycle.com and log-in to your customer portal using the log-in information provided to you in Your Techcycle Agreement. From there, click on "New Ticket" to submit your claim. Once the information has been received by Our team, you will be e-mailed a shipping label to have your devices mailed to Our service

center. If further information is needed for your claim, one of our representatives will reach out to discuss. Once we have received Your Product at Our service center, it will be inspected to determine if the failure is covered by Your Plan. If it is determined it is a covered failure, then We will service Your Product in accordance with Section 4 – “HOW WE WILL SERVICE YOUR PRODUCT”. If Our service center determines Your Product is in working condition or is not covered by Your Plan, We will return Your Product to You or dispose of it at Your request. Should you encounter any challenges when submitting a claim or simply have questions or concerns, you may reach us at 1-913-717-7779 Monday through Friday from 8am to 5pm central time. You may also reach us via email at customerservice@techcyclesolutions.com and someone will respond to your email within 1 business day of Techcycle receiving your email.

4. HOW WE WILL SERVICE YOUR PRODUCT:

Depending on the Product and failure circumstances, at Our discretion, We will either:

- a. Repair Your Product, or;
- b. Replace Your Product with a new, reconditioned or rebuilt product of like kind, quality and functionality or;
- c. Provide a cash settlement reflecting the replacement cost of a new product of equal features and functionality up to the Coverage Amount.

5. PLACE OF SERVICE:

We will provide a shipping label (see Section 3 – “WHAT TO DO IF A COVERED PRODUCT REQUIRES SERVICE”) to Our service center for repair, replacement or settlement. You will be responsible for safe packaging and shipment of Your Product.

6. LIMIT OF LIABILITY:

The total amount that We will pay for repairs or replacement made in connection with all claims that You make pursuant to this Plan shall not exceed the Coverage Amount. In the event that We make payments for repairs or replacements, which, in the aggregate, are equal to the Coverage Amount, or if We provide a cash settlement reflecting the replacement cost of a new item of equal features and functionality, then We will have no further obligations under this Protection Plan. WE SHALL NOT 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 OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

7. YOUR RESPONSIBILITIES:

- a. Provide Us a list of all Products and their unique identification number you wish to cover under the Plan.
- b. At time of claim you will need to provide the Product’s unique identification number to verify its coverage under this Plan.
- c. Provide Us with a detailed description of damage to Your Product, including how it occurred.
- d. Properly maintain, store and use Your Product according to the manufacturer instructions.

8. WHAT IS NOT COVERED:

- a. Any and all pre-existing conditions that occur prior to the Coverage Start Date of this Plan;
- b. Intentional damage;
- c. Lost, stolen, or irretrievable items;
- d. Any product that is fraudulently described or materially misrepresented;
- e. Any product purchased outside of the US or territories;
- f. Maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer’s specifications and owner’s manual, including, but not limited to, exposure to weather conditions, rust, corrosion, failure to properly clean, maintain or lubricate, operator negligence, misuse, abuse, improper electrical/power supply, improper equipment modifications, attachments or installation or assembly, vandalism, animal or insect infestation, battery leakage, act of nature (any accident caused or produced by any physical cause which cannot be foreseen or prevented, such as storms, perils of the sea, tornadoes, hurricanes, floods and earthquakes), or any other peril originating from outside the product;
- g. Cases wherein the manufacturer acknowledges the existence of a valid manufacturer’s warranty and denies a claim against the manufacturer’s warranty;
- h. Claims made under any improperly or incorrectly purchased Plan;

- i. Cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality of the covered product;
- j. Components not contained within the housing of the Covered Product, such as keyboards, mouse, speakers, modems, etc.;
- k. Product(s) with removed or altered serial numbers;
- l. Manufacturer defects or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- m. Damage to computer hardware, software and data caused by, including, but not limited to, viruses, application programs, network drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data;
- n. Failures related to shipping damage, cleaning, preventive maintenance, "No Problem Found" diagnosis, intermittent and non-intermittent issues that are not product failures (such as poor cell phone reception).

9. CANCELLATION:

You may cancel this Protection Plan for any reason at any time. To cancel it, contact Us toll-free at 1-913-717-7779 during normal business hours (8am – 5pm CT) Monday through Friday. If You cancel this Plan within the first thirty (30) days after purchase of this Protection Plan You will receive a 100% refund of the Plan Price less any claim's cost. If You cancel after the first thirty (30) days from purchase of this Plan, You will receive a pro-rata refund based on the time remaining on Your Protection Plan less any claim's cost. The refund will be sent to You within ten (10) business days from the cancellation request or else a ten percent (10%) penalty per month shall be applied to the refund. We may cancel this Protection Plan at Our option on the basis of nonpayment, fraud, or material misrepresentation by You. If We cancel Your Plan, You will receive a pro-rata refund less any claim's cost. If this Protection Plan was inadvertently sold to You on a product which was not intended to be covered by this Plan, We will cancel this Plan and return the full purchase price of the Plan to You. Written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination. If We cancel this Plan for non-payment then We will provide notice at time of cancellation.

10. ARBITRATION:

Any controversy or claim arising out of or relating to this Plan, or breach thereof, will be settled by binding in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under this Arbitration provision, We both give up the right to resolve any controversy or claim arising out of or relating to this Plan by a judge and/or a jury. Prior to filing any arbitration, We jointly agree to seek to resolve any dispute between us by mediation conducted by the AAA, with all mediator fees and expenses paid by Us. If You are successful in obtaining an arbitration award against us greater than \$500, We agree to pay all arbitrator fees and expenses.

We also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitration against each other. The laws of the state of Kansas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Plan and all transactions contemplated by this Plan, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Plan. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.