

Contract of Additional Warranty

This is a legal contract (referred to hereinafter as the "Plan"). 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 Plan is not a contract of insurance. By purchasing this Plan, you are consenting to Asurion Consumer Solutions of Canada, Corp. collection, use and disclosure of personal information as described below, including their ability to share your personal information with The Source (Bell) Electronics, Inc., the seller of this Plan.

Obligor: The company obligated under this Plan is **Asurion Consumer Solutions of Canada, Corp.**, whose address is 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2, Canada, telephone 1-866-856-3882

Definitions: Throughout this Plan the words:

- (1) **"we," "us,"** or **"our"** refer to the obligor, as referenced above;
- (2) **"administrator"** refers to Asurion Consumer Solutions of Canada, Corp. ("Asurion"). The administrator can be contacted at: 600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2, Canada;
- (3) **"The Source"** refers to The Source (Bell) Electronics, Inc., the seller/retailer of this Policy;
- (4) **"product"** refers to the item which you purchased concurrently with and is covered by this Plan;
- (5) **"you" and "your"** refers to the individual who purchased the product and this Plan;
- (6) **"breakdown"** refers to the mechanical or electrical failure of the product caused by:
 - a) defects in materials and/or workmanship;
 - b) normal wear and tear;
 - c) dust, heat, humidity; or
 - (d) unintentional and accidental damage from handling as a result of normal use ("ADH") for electronic products designed to be portable, including, but not limited to, laptops, tablets, portable audio systems, portable gaming systems, gaming software, wearables, audio streaming devices, audio headsets, and digital cameras and camcorders; and
- (7) **"replacement product"** refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.

Instructions: You must keep the receipt or order confirmation email for the product; it is an integral part of this Plan and you may be required to reference it to obtain repairs under this Plan. This Plan, including the terms, conditions, limitations, and exclusions set out herein, together with the receipt or order confirmation email, which contains the price you paid for this Plan and product identification information, constitute the entire agreement.

WHAT IS COVERED: This Plan provides for the repair or replacement of your product in the event the product experiences a breakdown. If we determine that we cannot repair your product as specified in this Plan, we may replace the product with a replacement product or, at our discretion, we will issue you a voucher, electronic payment, gift card or cheque for the purchase price for the product, excluding taxes, as indicated on your sales receipt or order confirmation email, to return to the retailer to purchase a replacement product. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable. Once you have received your voucher, gift card, cheque or replacement product for your product pursuant to this Plan, all of our obligations under this Plan shall have been fulfilled in their entirety. **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, licences, contacts, passwords, books/magazines, games, photos, videos, music or other nonstandard software or data on your covered product

This Plan Includes the Following Product-Specific Enhanced Coverages Beginning on the Date of Purchase:

Televisions:

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 support web application during the term of this Plan. Tech support terms of service can be accessed at www.asurion.com/thesource. To obtain technical assistance you may visit www.asurion.com/thesource.

Portable Electronic Products:

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.
4. Access to technical assistance and support for your covered product(s) through the tech support web application during the term of this Plan. Tech support terms of service can be accessed at www.asurion.com/thefsource. To obtain technical assistance you may visit www.asurion.com/thefsource.

Networking Products, Printers, Bell TV Products, DVD/Blu-Ray Players, Smart Home Products, Non-Portable Gaming Systems, Non-Portable Computing Products, Non-Portable Connected Products and Projectors:

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 support web application during the term of this Plan. Tech support terms of service can be accessed at www.asurion.com/thefsource. To obtain technical assistance you may visit www.asurion.com/thefsource.

The following provisions apply to all Plans:

TERM OF COVERAGE:

For Products Listed Above with Product-Specific Enhanced Coverages: 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 enhanced 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 centre when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

For All Other Products: The term of this Plan begins immediately following the expiration of the manufacturer's warranty and remains in effect for the period indicated on your sales receipt or order confirmation email, unless cancelled or fulfilled pursuant to the provisions herein. In the event your Product is being repaired by an authorized service centre when the Plan expires, the term of the Plan will be extended until the covered repair has been completed.

To Make a Claim / How it works: If your product fails, call customer service at **1-855-359-8324** to process your claim Monday – Friday 8:00 a.m through midnight Eastern Time; Saturday and Sunday 9:00 a.m. through 10:00 p.m. Eastern Time. **You must call prior to having your product serviced; all repairs or replacements must be authorized in advance.** Unauthorized repairs or replacements may not be covered. In-home, depot or carry-in service may be available; our customer service representative will inform you what type of service your product qualifies for after you initiate the claim. We will pay for the cost of shipping your product to and from the authorized service centre if depot service is required. At our sole discretion, we may require that you return the product to us and have the product inspected by our authorized service centre as a condition to receiving a replacement product or a reimbursement or we may require you to purchase a replacement product with similar features as a condition to receiving a reimbursement as further outlined below. 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 photo identification issued to you by a Provincial or Federal government office 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. In addition to English and French, customer assistance is available in a number of languages for your convenience.

No Lemon Policy: After three (3) service repairs for the same defect have been completed on an individual eligible product under this Plan, and that individual product requires a fourth (4th) repair, as determined by us, we will (a) provide you with a replacement product or (b) provide you a gift card or cheque for the purchase price paid by you for the product, excluding taxes, as indicated on your receipt or order confirmation email. The No Lemon Policy does not apply to gaming software, ADH breakdowns, and repairs performed while the product is under the manufacturer's conventional warranty. Preventative maintenance checks, cleanings, product diagnosis and customer education are not considered repairs for the purposes of the No Lemon Policy.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of: (1) authorized repairs; (2) a replacement product; (3) reimbursement for authorized repairs or replacement; or (4) the price that you paid for the product, excluding taxes, as indicated on your receipt or order confirmation email. The total liability under this Plan for any single product is: (a) replacement of the product; (b) reimbursement of the purchase price you paid for the product, excluding taxes; or (c) the total cost of all authorized repairs up to the purchase price you paid, excluding taxes, of the product. In the event that we have met any of the above conditions (a), (b) or (c) of the total liability, we shall have fulfilled our obligations owed under this Plan and this Plan shall terminate.

Free Transferability: The Plan may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call 1-855-359-8324. 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 conventional warranty period are the sole responsibility of the manufacturer.

WHAT IS NOT COVERED:

- (1) Loss and theft;
- (2) Intentional physical damage, insect infestation, misuse, or abuse;
- (3) Products with altered or missing serial numbers;
- (4) Service performed by unauthorized repair personnel;
- (5) Replacement costs for lost or consumable parts (except as otherwise expressly provided in these terms and conditions), such as antennas, styluses, audio/video disks, tapes, computer software or disks, print elements, external power supplies, knobs, remotes, batteries, bulbs and/or lamps;
- (6) Cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs;
- (7) Acts of God;
- (8) Products used for commercial purposes (multi-user organizations), public rental or communal use in multi-family housing;
- (9) 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;
- (10) Any fees related to third-party contracts;
- (11) "No Problem Found" diagnosis or failure to follow the manufacturer's instructions;
- (12) Any failures, parts and/or labour costs incurred as a result of a manufacturer's recall;
- (13) Repair or replacement caused by defects that existed prior to the purchase of this Plan;
- (14) Service outside of Canada, unless prior approval is obtained;
- (15) Cleanings and alignments;
- (16) Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the product;
- (17) Cost of preventative maintenance, or damages caused by improper preventative maintenance;
- (18) Products with safety feature(s) removed, bypassed, disabled or altered;
- (19) Loss or damage to stored data, repairs related to installed software, computer viruses, or computer hardware which is added after the original purchase;
- (20) Any damage to recording media, including any software programs, data, or configuration/setup information resident on any mass storage devices such as hard drives, CD-ROM drives, DVD drives, floppy diskettes, tape drives or tape backup systems, as a result of the malfunctioning or damage of an operating or non-operating part, or as a result of any repairs under this Plan;
- (21) Breakdowns which are not reported within thirty (30) days after expiration of this Plan; and
- (22) War, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion.

No Deductibles: No deductibles apply to this Plan.

No Renewal: This Plan is not renewable.

Cancellation: This Plan can be cancelled by you at any time for any reason by surrendering it to the retailer from which you purchased this Plan during the period of 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, USA. If the Plan is cancelled by either party: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan, provided no service has been performed, or (b) after thirty (30) days of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us or Asurion for fraud or material misrepresentation. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this 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.

Personal Information: Personal information includes factual or subjective information about an identifiable individual. We collect, use, or disclose your personal information in connection with The Policy (hereinafter "Personal Information") to the Source and Asurion.

The Source and Asurion collect your Personal Information through a website at the time of purchase or registration portal, on an Asurion claims portal, and by phone.

The Source and Asurion use your Personal Information to administer the Policy, including, but not limited to, detecting, investigating, and preventing fraud, unauthorized or illegal activities, assessing, and processing claims, creating and maintaining records, insuring or reinsuring Policy liabilities, and providing customer service. We may also use and disclose your information for other purposes with your consent or as permitted or required by law.

The Source and Asurion may exchange Personal Information as necessary for the purposes described above. You acknowledge that this will involve transferring data outside of and within Canada and the United States.

The Source and Asurion will hold and use your personal information only as long as necessary to implement, administer and manage the Policy, or as required to comply with legal or regulatory obligations.

The Source and Asurion provide you with many ways to make choices about your personal data, such as accessing it, correcting it, deleting it, or updating your choices about how it is used. To learn more about your rights regarding your Personal Information with Asurion, visit www.asurion.com/privacyrights or by writing to us at Asurion, Attn: Privacy Office c/o Office of the General Counsel, 140 11th Ave. N., Nashville, TN 37203, USA. Requests to access must be in writing, either through the portal link provided above, by email, or by mail. You may also obtain a copy of Asurion's privacy policy by visiting <https://www.asurion.com/privacy-policy-ca-en>.

Data Residency: Your information may be processed and stored in the United States and may be subject to access by U.S. authorities under applicable laws.

Administered by:
Asurion Consumer Solutions of Canada Corp.
600-1741 Lower Water Street, P.O. Box 997, Halifax, Nova Scotia B3J 2X2, Canada
1-855-359-8324
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