



## Service Agreement

### EYEWEAR PROTECTION PLAN

#### TERMS AND CONDITIONS

#### CONGRATULATIONS!

Thank You for Your purchase of SVS Vision Guard. We are delighted at Your confidence and trust in Our commitment to serve You with Your eyewear protection needs. Please read the terms and conditions to learn about what's covered.

#### A. SERVICE AGREEMENT

Throughout this terms and conditions document, the words "Service Agreement", "Agreement", "Service Contract" and "Contract" means this document detailing all coverage provisions, conditions, exclusions and limitations for Your Service Contract that has been provided to You upon purchase completion. Throughout this Agreement the word "Administrator" refers to AssureSolv LLC., 10016 Laureate Way, Bethesda, MD 20814; 1-888-512-1104. Throughout this Agreement, the words "You" and "Your" refer the purchaser/owner of the Covered Product under the provisions of this Contract. The words "We", "Us", "Our", "Obligor" and "Provider" refer to Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114; 1-866-927-3097;

Throughout this Agreement, the words "Retailer", "Service Retailer" and "Authorized Service Retailer" means SVS Vision that will perform the covered replacement provided to You under this Contract. During the coverage period, Our Administrator will arrange SVS Vision to replace the Covered Product in accordance with the terms and conditions of this Agreement. Throughout this Agreement, the words "Breakdown" means the operational or mechanical failure of a Covered Product due to defects in materials and/or workmanship or normal wear and tear, including frame warping or bending, breakdowns caused by defective loose components and missing parts, such as lenses. Throughout this Agreement, the words "Accidental Damage from Handling" and "ADH" means damage directly resulting from unintentionally damaging the Covered Product due to a drop, impact or spill. This Agreement is intended to provide protection against the cost of replacing a Breakdown or Accidental Damage from Handling of Your Covered Product (see Section C. COVERAGE). Throughout this Agreement, the words "Covered Product" and "Product" refer to the eligible product purchased by You that is to be covered under this Contract. Please read this Agreement carefully to determine and understand Your rights, duties, and what is and is not covered.

#### B. TO OBTAIN SERVICE

For service to be performed under this Agreement, return to the Retailer from which You purchased the Product. If You have moved or are unable to return the Product to the Retailer, contact the Administrator for instructions on obtaining service for Your Product. Please have Your sales receipt/invoice available and be prepared to tell the Administrator the details regarding Your Covered Product and the nature of the problem for which You are in need of service. You may make a Claim online 24 hours a day at <https://portal.svsvisionguard.com> or by calling toll-free 1-888-512-1104. Customer care representatives are available 9 am to 5 pm EST, closed on weekends and holidays. All service work covered by this Agreement must be performed by an Authorized Service Retailer and approved by Us in advance.

Throughout this Agreement "Deductible" means the amount You are required to pay, per Claim, prior to receiving covered services as indicated on Your sales receipt/invoice. "Claim" is defined as a request for coverage in accordance



with this Contract made by You. You will be required to pay Your Deductible at time of Claim. Refer to Section F. COVERED PRODUCTS for the exact amount of Your Deductible per Claim for the Covered Product.

After the Authorized Service Retailer's diagnosis, if it is determined that coverage under this Agreement does not apply, or no Breakdown or Accidental Damage from Handling is discovered, You may be required to pay the Authorized Service Retailer directly for all charges incurred, including diagnosis fees. You may then choose to have any necessary repair completed at Your expense.

In the event work performed under this Agreement should fail during the guarantee period ninety (90) days on parts and labor), the Administrator will arrange for the necessary repairs without requiring You to pay a Deductible, so long as this Agreement is still in effect at the time of the covered Breakdown or Accidental Damage from Handling.

### C. COVERAGE

1. This Agreement covers the Breakdown and Accidental Damage from Handling to Your Covered Product during the Term. Throughout this Agreement, "Term" is defined as the period of time shown on Your sales receipt/invoice which represents the duration in which the provisions of this Contract are valid. Coverage includes the Product(s) stated as covered and is subject to the limitations, exclusions, and provisions stated in this Agreement (as defined in Section F. COVERED PRODUCT).
2. **This Agreement does not cover any Claims that are covered under Your manufacturer warranty, selling Retailer warranty, maintenance plan, or insurance policy You may have for the Covered Product.**
3. The use of this coverage requires an explanation of the Breakdown and detailed description of the actual event related to Accidental Damage from Handling. Failure to provide this information may result in the Claim being denied.
4. Products covered include the following:
  - Eyewear
  - Prescription

### D. AGREEMENT FEES

1. Purchase Price is defined as the payment made by You for the purchase of the Service Agreement for Your eligible Covered Product (see Section H. ELIGIBILITY).

### E. TERM

1. The Term effective date begins upon receipt of Your payment of the Agreement Purchase Price and Your receipt of Your Covered Product, whichever is greater. The Agreement will expire one (1) year from the effective date.
2. The Agreement will expire one (1) year from the effective date unless cancelled (see Section G. CANCELLATION).
3. Should there be any updates/changes to the terms and conditions of this Agreement, such updates/changes will be applicable to new and renewed Agreements only, and not any existing Agreement. Following the expiration of the initial Term for which this Agreement is issued, We may cancel this Agreement, or not provide a renewal, if there has been a change in laws or regulations that has a material effect on Our business or Our ability to fulfill obligations under this Agreement.

### F. COVERED PRODUCTS

This Agreement provides coverage only for those Products specifically listed as being covered in Section C. COVERAGE of this Agreement and excludes all other Products. We agree to replace the covered Product if it experiences a Breakdown



or Accidental Damage from Handling during the Term of this Agreement subject to the following limitations, exclusions, and provisions:

**COVERED:** Scratches to scratch-resistant lenses that impair the line of vision, affecting visual acuity; frame warping or breakdown caused by defective loose components and missing parts; delamination and/or peeling of sunglass lens coating, bubbles, or imperfections in lens coating; cracked frames and lenses, damaged cosmetic embellishments caused by a single, unintentional accident occurring during normal and intended use of the Covered Product; and cracked frames, lenses and vision-impeding damage; damage from pets such as from beaks, teeth, and claws.

**NOT COVERED:** Damage caused by chemicals and tarnishing of frames; bending or twisting of flexible or titanium frames; damage from tampering with elements designed to secure lens and/or arms; installation of a non-authorized lens and frame fit issues; service, or appointment fees and exam costs; and pre-existing conditions known to you.

**LIMITS:** During the Term of this Agreement, the maximum we will pay for services in connection with Your Covered Product will not exceed the original Purchase Price of Your Product. Upon providing two replacement Product, this Service Agreement will be deemed fulfilled and no other Claims will be paid.

**DEDUCTIBLE:** You will pay twenty-five (\$25) dollars during the Term of the Agreement for Each Claim.

### G. CANCELLATION

The right to cancel this Agreement shall apply only to the original purchaser of the Agreement.

**Cancellation by You:** You may cancel this Agreement at any time by notifying Us or the Administrator in writing. If You cancel this Agreement within the first thirty (30) days following the effective date You purchased the initial Agreement, or within the first thirty (30) days of renewal of this Agreement for any reason, You shall be entitled to a one hundred percent (100%) refund of the total Agreement Purchase Price paid, less the actual cost of any service, reimbursements, replacements, and/or benefits received. If You cancel after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Purchase Price paid by You, less the actual cost of any service, reimbursements, replacements and/or benefits received, and less an administrative fee of ten (\$10) dollars (where permitted by law).

**Cancellation by Us:** This Agreement may be canceled by Us and/or We can refuse to renew the Agreement at any time for the following reasons: (a) the nonpayment of Agreement Purchase Price; (b) mutual agreement of Us and You; or (c) fraud or misrepresentation by You and/or Your representative of facts material to issuance of this Agreement. If You and/or Your representative either threatens to harm or actually harms the safety or well-being of (i) Us; (ii) any of Our employees; (iii) an Authorized Service Retailer; or (iv) any of Our or the Authorized Service Retailer's property, You will be in breach of this Agreement, and We may refuse to provide service to You and may cancel this Agreement. If We cancel this Agreement for any of the reasons listed herein, other than Your nonpayment, You shall be entitled to a pro-rata refund of the paid Agreement Purchase Price for the unexpired Term, less: (a) an administrative fee of ten (\$10) dollars (where permitted by law); and (b) any service (and Claims) costs that were incurred by Us. If this Agreement was inadvertently sold to You on a product which was not intended to be covered by this Agreement, We will cancel this Agreement and will refund one hundred percent (100%) of the total Agreement Purchase Price paid by You.

### H. ELIGIBILITY

This Agreement covers prescription eyewear.

### I. LIMITS OF LIABILITY



1. This Agreement provides coverage for the Breakdown or Accidental Damage from Handling of only those Products listed in Section C. COVERAGE.
2. Subject to the specific Product limitations listed above in Section F. COVERED PRODUCTS all limitations are less the applicable Deductible for the corresponding Covered Product.
3. Our liability does not exceed the original Purchase Price of the Product, excluding taxes.
4. We are not liable to match specific features, dimensions, colors, or brand names. Once We provide reimbursement, coverage for that Product will be deemed fulfilled for the remainder of the Agreement Term.

### **J. EXCLUSIONS**

#### **THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:**

1. Anything that is not a Breakdown or Accidental Damage from Handling as defined in this Service Agreement (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 or website;
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) or theft 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 Service Agreement or loss of use during the period that the Product is at a Retailer;
13. Any Claim that is reported after the coverage Term under the Service Agreement has expired; or
14. Any service performed outside of the United States of America, its territories, or Canada;
15. Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

### **K. GENERAL PROVISIONS**

1. Transfer of Agreement. This Agreement is non-transferable.
2. Waiver. Should We waive or choose not to exercise any of our contractual rights, such waiver will not constitute a future waiver of said rights.



3. Agreement Issuance. We reserve the right to refuse the issuance of an Agreement prior to the Agreement effective date without reason and issue a refund of paid Agreement Purchase Price.
4. Abuse of Agreement. Any abuse of this Agreement by You including, but not limited to, seeking replacement of Covered Product not belonging to You, may result in termination of this Agreement.
5. Disclosure. The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for Us, the Issuing Company, and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
6. Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
7. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.
8. Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
9. Guaranty: This is a Service Contract, not an insurance policy. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a Claim within sixty (60) days after proof of loss has been filed, or in the event You cancel and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a Claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038; (866) 505-4048.

### **L. STATE SPECIFIC DISCLOSURES**

Regulation of service contracts may vary widely from state to state. Any provision within this Agreement, which conflicts with the laws of the state where You reside, shall 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 Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

#### **Georgia**

CANCELLATION BY YOU is amended as follows: If You cancel after thirty (30) days, You will receive a pro rata refund, less any claims paid and less an administrative fee not to exceed ten percent (10%) of the pro-rata refund amount or ten dollars (\$10), whichever is less. If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if 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.

CANCELLATION BY US is amended as follows: The Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If We cancel this Service Contract, We shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation.

#### **Illinois**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to defects in materials or workmanship after the effective date of this Service Contract. This Service Contract does not cover failures resulting from normal wear and tear.

#### **Indiana**

This Contract is not insurance and is not subject to Indiana insurance law. 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. If We fail to perform or make payment due under this Contract within sixty (60) days after You request the performance or payment, You may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

Pre-Existing Conditions means: conditions that were caused by You or known by You prior to purchasing this Service Contract.

### **Missouri**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if 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. In no event will an administrative fee or any claims be deducted from any refund.

### **New York**

CANCELLATION BY YOU is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase of this Service Contract and if 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.

CANCELLATION BY US is amended to include: If We cancel this Service Agreement, written notice, including the effective date of and the reason for cancellation, will be mailed to You at least fifteen (15) days prior to the effective date of cancellation.