



SERVICE PLAN AGREEMENT

Terms and Conditions

SmartOne Furniture Plan | SmartOne Appliance Plan | SmartOne Appliance Lite Plan
Service Plan Terms & Conditions

1. Introduction

- 1.1 This SmartOne Service Plan is administered by Zucora Inc and is effective for a coverage period of up to five (5) years from the date of delivery for the item(s) purchased with this Plan.
- 1.2 This Service Plan is an agreement between You as the Owner, and Us and is subject to compliance with the provisions and the exclusions set out in this document which represents the entire agreement between You and Us. No representation, promise or condition that is not contained in this Plan shall modify the terms or conditions as described in this Plan. Coverage as listed below is available in part or full, depending on the Plan You purchased as confirmed by Your Sales Receipt and the Activation Card You received from the Retailer.

2. Definitions

- 2.1 **Activation Card:** a card provided by Your Retailer representing the Plan You purchased in respect of the Covered Products covered by this Plan.
- 2.2 **Claim:** a request for services that may be available under this Plan.
- 2.3 **Covered Products:** the product(s) covered by this Plan and detailed on the Sales Receipt provided by the Retailer.
- 2.4 **Coverage Period:** the term that Your Covered Product is covered under this Plan until Our obligations are fulfilled in accordance with the terms of this Plan.
- 2.5 **Effective Date:** the date that this Plan commences and effective until the Coverage Period end date.
- 2.6 **Plan, Service Plan:** this service contract between You and Us.
- 2.7 **Plan Activation Code:** a unique code printed on the Activation Card is used to activate Your Plan.
- 2.8 **Plan Administrator:** Zucora Inc., 552 Clarke Road, London, Ontario N5V 3K5 (1-800-388-2640).
- 2.9 **Retailer and Retailer ID:** the dealer selling the Covered Products and this Service Plan and a number written on the Activation Card identifying the Retailer.
- 2.10 **Replacement Credit:** a document issued by Us to help facilitate the replacement of a Covered Product.
- 2.11 **Sales Receipt:** a record of Your purchase of the Covered Products and the applicable SmartOne Plan purchased with the Covered Products.
- 2.12 **SmartOne Appliance Plan:** a Plan that provides coverage for a single or multiple major appliances when purchased together and as identified on the Sales Receipt.
- 2.13 **SmartOne Appliance “Lite” Plan:** a Plan that provides coverage for a single major appliance item as identified on the Sales Receipt to a maximum value of \$1,000.00.
- 2.14 **SmartOne Furniture Plan:** a Plan that provides coverage for a single or multiple furniture items as identified on the Sales Receipt.
- 2.15 **You, Your, or Owner:** the purchaser of the Covered Product(s) and this Plan and any authorized transferee or assignee of the purchaser.
- 2.16 **Zucora, ZucoraHome, Our, Us, We:** the company obligated to perform and administer the services under this SmartOne Service Plan.

3. Your Responsibilities

- 3.1 Please read these Terms and Conditions carefully so that You fully understand the Plan coverage and the services available under this Plan. There are some limits, conditions, obligations and exclusions designed to keep this Plan affordable for You and manageable for Us.
- 3.2 This Plan does not replace Your Covered Product(s) manufacturer's warranty, maintenance plan or insurance policy that You may have for the Covered Products. This is not a contract of insurance.
- 3.3 You must maintain the Covered Product as recommended by the manufacturer's owners' manual or any product warranty.
- 3.4 You must keep this Plan, Your Sales Receipt and SmartOne Activation Card as these will be required to obtain service and provided to Us at the time of claim processing.
- 3.5 To obtain services under this Plan, You must first "activate" Your Plan. A unique Activation Code is included inside the Activation Card which You received at the time of purchase of Your Plan. You will require access to the Internet, the Activation Code, the Retailer ID, an active email address and the Invoice Number in order to activate Your Plan.
- 3.6 You acknowledge, approve and permit the collection, use and disclosure and/or dissemination of personal information provided by You so We can carry out Our obligations under this Plan. This may require Us to share Your personal information that You have provided with Our service agents, contractors and/or repair personnel.
- 3.7 This Plan is not refundable or renewable beyond the Coverage Period for the Plan You purchased and is limited to the Covered Product(s) purchased with this Plan.

4. How to Submit a Claim

- 4.1 A Claim to receive services under this Plan must be submitted directly to Us, **within 14 days** of the occurrence of the accidental stain or accidental damage to the Covered Product covered by this Plan. You may contact Us by telephone at **1.800.388.2640** during normal business hours or by submitting a Claim at **service.zucorahome.com**.
- 4.2 To assist Us in providing the best solution for You, We may request photos of the stained or damaged area of the Covered Product(s). We may, at Our discretion, deliver a cleaning product to You to assist with removal of the reported stain.
- 4.3 Please note that Claims will only be considered and are subject to the following conditions:
 - 4.a Your Plan has been activated prior to submitting a Claim or requesting service.
 - 4.b You provide Us with a copy of the original Sales Receipt, the Plan Activation Code and the Retailer ID (which can be found on the SmartOne Activation Card).
 - 4.c The Covered Products were delivered to You stain-free and damage-free.
 - 4.d Any attempt to repair or clean the Covered Product is performed only as directed by Us.

5. Available Plan Services

- 5.1 We may provide products or professional services to assist with **stain removal** or repair of **accidental damage** for furniture; or supply parts or professional services to repair **functional, mechanical or electrical** failures for a Covered Product that occurs from a single, specific incident during the Covered Product(s) normal residential usage within the Coverage Period of this Plan, according to the Plan purchased. Functional parts are limited to those components that are critical to the essential operation of the Covered Product.
- 5.2 The SmartOne Appliance Plan provides coverage only after the expiry date of the manufacturer's warranty for the Covered Product, at which time, Plan Coverage will commence and continue until the end of the Coverage Period. Together, the manufacturer's warranty and the Plan

Coverage Period, when combined, shall not exceed five (5) years from date of delivery of the Covered Product(s).

- 5.3 All Covered Products must be for personal and family household use only. Coverage is not provided for Covered Products located or used in public, rental properties or commercial environments.
- 5.4 Only repairs or work authorized and pre-approved by ZucoraHome are covered by the SmartOne Plan.
- 5.5 For all SmartOne Plans, any Covered Product replacements or Replacement Credits issued to You shall have fulfilled all Our obligations under the SmartOne Plan and the Plan shall immediately terminate.

6. What is Covered

6.1 For Upholstered and Wood Furniture,

A SmartOne Furniture Plan includes Covered Products that are constructed of fabric, full or top grain leather, leather-look, bi-cast leather, bonded leather, vinyl and wood. The following types of stains and accidental damage are covered by Your Plan:

- (a) Common household foods and beverages;
- (b) Human and pet bodily fluids (not including perspiration);
- (c) Household food oil and grease;
- (d) Cosmetics or nail polish;
- (e) Ballpoint pen ink or wax crayon;
- (f) Dye transfer (newsprint and denim only);
- (g) Rip, tear or cigarette burn(s);
- (h) Frame, springs, joints, or mechanisms;
- (i) Liquid marks or rings, heat marks;
- (j) Scratches which penetrate the wood finish;
- (k) Warping, lifting or bubbling of veneers from foods and beverages;
- (l) Any glass or mirror component that becomes chipped or broken from a specific incident.

6.2 For Power Motion Furnishings,

The SmartOne Furniture Plan includes Covered Products that are power motion upholstered furniture or an adjustable base bed frame. Coverage includes the following types of components and units that fail during normal use and operated in accordance with the manufacturer's guidelines where such failure is limited to manufacturing and material defects:

- (a) Failed motors, gear units/pistons, control modules, transformers (backup batteries excluded);
- (b) Switches, massage units, heat units and wiring connectors. This coverage is limited to manufacturing and material defects that appear under normal use and operation in accordance with the manufacturer's guidelines. Plan coverage starts after the manufacturer's warranty expires.

6.3 For Area Rugs,

The SmartOne Furniture Plan includes area rugs that have been accidentally stained from a specific, single incident caused by common household foods and beverages or human and pet bodily fluids. Coverage does not include odours of any kind.

6.4 For Major Appliances,

The SmartOne Appliance Plan includes coverage for manufacturer's defects for the following Covered Products, provided the Covered Product includes a minimum one (1) year

manufacturer's warranty:

- (a) Refrigerator
- (b) Range (stove top or oven)
- (c) Dishwasher
- (d) Built-in Microwave Oven
- (e) Chest or upright Freezer
- (f) Laundry washer or dryer (front or top load)

- 6.4a **Food Spoilage:** SmartOne Appliance Plan coverage includes a one-time food spoilage allowance of \$250.00 resulting from the reported breakdown of refrigerator or freezer. Proof of loss will be required to obtain this benefit.
- 6.4b **Lemon Guarantee:** SmartOne Appliance Plan provides coverage in the event a Covered Product requires eligible service provided by Us on three (3) separate occasions during the Period of Coverage and is determined solely by Us that the Covered Product requires a fourth repair of the same component, We will cover the cost of replacement with a product of comparable performance and value.
- 6.4c **Unavailable Parts:** For the SmartOne Appliance Plan, in the event parts are not available to repair the Covered Product, We will either replace the Covered Product with a product of equal or similar features and functionality, or We will issue a store Replacement Credit in the value of the original purchase price provided with proof-of-purchase (excluding taxes, delivery and other charges) and less the cost of any Claims paid or costs incurred in repair attempts prior to replacement.

7. What is Not Covered

- 7.1 Claims and requests for service cannot be accepted by Us for any of the following:
 - (a) Anything not specifically identified or included as covered in the What is Covered section.
 - (b) Failure to comply with the manufacturer's instructions for use, cleaning or maintaining the Covered Product.
 - (c) Damage to motorized components resulting from improper installation, moisture, liquid spills, lightning, power failures and/or power surges, or physical damage.
 - (d) Abnormal use, abuse, misuse, mishandling or neglect, unauthorized modifications or alterations to any Covered Product.
 - (e) Wear and tear caused by repeated use, scratches, scuffs, accumulated soiling, build-up of perspiration and body or hair oils, mold, mildew, fading or any colour variation, noises, squeaks or odours of any kind.
 - (f) Coverage does not include defects of non-functional parts, cosmetic damage of any kind, including but not limited to cabinets, door seals, knobs, handles, drawers, shelves, hinges, antennas, adapters, headphones, power cords, batteries, remote controls, usb ports, fuses, insulation, exterior wiring, bulbs, filters, hoses, protective glass or housing.
 - (g) Routine maintenance or failure to follow manufacturer's recommended maintenance such as cleaning, changing filters, clogged drains, faulty connections, adjustments of controls, consumer education or any costs or damage related to installation and/or reinstallation of the Covered Product.
 - (h) Motor oil and mechanical grease.
 - (i) Natural markings or characteristics in leather that cause appearance variations.
 - (j) Damage caused by animals (other than staining by pet bodily fluids).

- (k) Separating or stretching of any covering material, stress tear, seam separation, material flaws, fabric pulls, fabric pilling or deterioration of any material components.
- (l) Cracking or peeling of any material.
- (m) Covered Products damaged in transit, damaged during moving inside or outside.
- (n) Paint, bleach, permanent dyes, corrosives, nail polish remover, acids, permanent inks, wax or gum.
- (o) Non-colourfast materials, shagreen or faux shagreen materials.
- (p) Any X-coded fabrics or products made of natural materials such as silk, virgin wool or natural, unfinished, nubuck or naked leathers.
- (q) Any unfinished natural wood, ceramic, quartz, marble or similar materials.
- (r) Any Covered Product sold in an "as-is", refurbished or used condition, include floor models, demonstration or rental products.
- (s) Use of Covered Products in public areas, rental or commercial uses or in storage.
- (t) Damage covered by any manufacturer warranty, other protection/service plan or insurance program.
- (u) Acts of God, fraud, intentional acts, war or hostilities of any kind or external causes of any kind, including third party actions, fire, theft, insects, animals, exposure to weather, windstorm, sand, dirt, hail, earthquake, flood, water or consequential loss of any nature.
- (v) Loss of use during the period a Covered Product is unavailable, awaiting parts or the unavailability of service technician to repair the Covered Product.

8. Service Procedures

8.1 **Procedures:** Services provided for Covered Products covered by a SmartOne Furniture Plan, include the following steps:

- (a) For accidental stain incidents, and if We deem it appropriate, We will send, at no cost to You, Our proprietary stain removal product to assist with stain removal.
- (b) If the accidental damage or stain persists, We will arrange to have the Covered Product serviced at Your location by a professional technician at no additional charge to You.
- (c) If We determine that stain removal or damage repair must be made away from Your location, the Covered Product will be removed, cleaned or repaired and returned at no additional charge to You.
- (d) If Our technician cannot remove the stain or repair the accidental damage, We will replace the damaged portion subject to the availability of the replacement parts.
- (e) Parts used to repair the Covered Product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the Covered Product within the remaining limit of liability amounts. We cannot guarantee the time frame in which the repairs will be completed.
- (f) If replacement parts are not available, or the accidental damage or mechanical or electrical failure to the Covered Product cannot be repaired, We agree to exchange the Covered Product with a similar item of comparable value of the original purchase price (excluding taxes and delivery). Any price difference is Your responsibility. Replacement applies to the stained or damaged Covered Product only, and does not provide for replacement of multiple pieces or sets of furniture that may have been purchased at the same time as the Covered Product. The original Covered Product must be returned to the Retailer from which it was purchased. We will issue to You a Replacement Credit to exchange the Covered Product with a replacement item obtained from the Retailer where the original Covered Item was purchased. The exchange must be completed within thirty (30) days of issuance, otherwise

the maximum liability is the amount paid by You for this Plan (excluding taxes).

- (g) ZucoraHome is not responsible for variations in dye lot of any replacement items, materials or products.
- (h) With the replacement of any Covered Product, the obligations of ZucoraHome will have been fulfilled and no further service will be provided for that specific Covered Product.

9. Legal Disclosures

- 9.1 **Dispute Resolution:** You agree that all individual claims or disputes arising from or relating to this Plan, whether in contract, tort, pursuant to statute, regulation or in equity or otherwise and whether Your dispute is with Administrator, Obligor, Retailer, will be settled by impartial arbitration in accordance with the Canadian Arbitration Association Arbitration Rules. The arbitration shall be held in London, Ontario and shall proceed in accordance with the provisions of the Arbitration Act of Ontario. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. You agree to share equally in the cost of arbitration and to abide by the Arbitrator's decision.
- 9.2 **Limit of Liability:** All claims and/or service requests must be submitted directly to Us. The Retailer is not responsible for any claims or service obligations provided under this Plan. The maximum coverage liability of this Service Plan shall not exceed the original purchase price of the Covered Product(s).
- 9.3 **Entire Agreement:** This Plan, together with Your Sales Receipt or other proof of purchase of the Covered Product(s) shall collectively constitute the entire Plan relating to Your coverage. These documents will confirm Your eligibility to receive service under this Plan. Your Sales Receipt describes the Covered Product(s) and the Coverage Period of this Plan. No verbal or written representations by any Retailer or marketing materials outside of this Plan shall be of any legal effect to this Plan.
- 9.4 **Severability:** You agree to reasonably cooperate with Us in Our efforts to provide the services under this Service Plan. Any provision contained herein which is found to be contrary to any law shall be deemed null and void; however, the remaining provisions of this Plan shall continue in full force and effect.