

We, the administrator or the retailer from whom you purchased the product and this Plan, may make available additional products and services at a discount from time to time, for your consideration.

THESE SERVICE CONTRACT TERMS AND CONDITIONS (THE “PLAN”) ARE A LEGAL CONTRACT BETWEEN YOU, US, AND THE ADMINISTRATOR (AS DEFINED BELOW). THIS PLAN REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US OR THE ADMINISTRATOR THROUGH NONBINDING ARBITRATION OR THROUGH SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THIS PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, YOU MAY CANCEL ACCORDING TO THE TERMS STATED IN THE CANCELLATION SECTION BELOW.

Obligor: The company obligated under this Plan is **Asurion Service Plans of Puerto Rico, Inc. (ASPPR)**, which can be contacted at P.O. Box 805227, Chicago, IL 60680, telephone 1-866-856-3882.

Definitions: Throughout this Plan the words **(1) “we,” “us” and “our”**: refer to the company obligated under this Plan, as referenced in the Obligor section above; **(2) “administrator”** refers to **Asurion Service Plans of Puerto Rico, Inc.** The administrator can be contacted at: P.O. Box 1340, Sterling, VA 20167, 877-818-3455; **(3) “retailer”**: refers to the retailer from which you purchased the product and this Plan; **(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”) as a result of normal use, such as a cracked or scratched lens or cracked frames; **(5) “product”**: refers to the eyewear which you purchased concurrently with and is covered by this Plan; **(6) “you” and “your”**: refers to the contract holder who purchased the product and this Plan; and **(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 Plan. **(8) “replacement product”** refers to **A PRODUCT OF EQUAL OR SIMILAR FEATURES THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

Instructions: You must keep this Plan and the sales receipt or order confirmation email for this product; they are integral parts of the coverage provided by this Plan and you may be required to reference them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the sales receipt or an order confirmation email containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

What is Covered: This Plan covers parts and labor costs to repair or replace your product in the event the product experiences a breakdown which is not covered under any insurance policy, manufacturer’s warranty or other service contract. We will repair or replace the product, at our discretion, when required due to a breakdown. Plan coverage also includes but not limited to the following breakdowns due to defects in materials and/or workmanship or normal wear and tear: frame warping or bending, breakdowns caused by defective loose components and missing parts, such as lenses. If we determine the product cannot be repaired, we may replace your product with a product of like kind and quality that performs to the factory specifications of the original product, or at your option, we may issue you a check for the original purchase price of the product, excluding sales tax, as indicated on your sales receipt or order confirmation email. Non-original parts may be used for repair of the product if the manufacturer’s parts are unavailable. There may be a co-pay, see the “Co-Pay” section below for more information. At our sole discretion, we may require that you return the product to us as a condition of receiving a replacement product.

Term of Coverage: The term of your Plan commences on the date of purchase of the covered product and continues for the period indicated on the sales receipt or order confirmation email. The Plan is inclusive of the manufacturer’s warranty; it does not replace the manufacturer’s warranty but provides certain additional benefits during the term of the manufacturer’s warranty. Plan coverage remains in effect throughout the end of your term, unless cancelled or fulfilled pursuant to the provisions below. The term of this Plan will be extended an additional 2 weeks to accommodate for the preparation of your product. In the event your product is being serviced by an authorized service center when this Plan expires, the term of this Plan will be extended until the covered repair has been completed.

To Obtain Service: If your product experiences a breakdown, call customer service between the hours of 7:00 am–7:00 pm CT Monday through Thursday, 7:00 am–6:00 pm CT on Friday and 8:00 am–5:00 pm CT on Saturday at 1-800-248-9427 to speak to an agent for instructions on obtaining service for your product. In the event you call after hours, there will be access to an automated agent where you will be able to file a claim. You are responsible for delivery or the cost of delivery of your product to the authorized service center for repair or replacement, per our instructions. Please have your Plan and sales receipt or order confirmation email handy and be prepared to tell us which product needs service and the nature of the problem. **All repairs and replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered. Service under this Plan may void your manufacturer’s warranty.** Foreign language assistance is available for your convenience. At our sole discretion, we may require that you return the product to us as a condition to receiving a replacement product. All claims must be reported within thirty (30) days after expiration of this Plan. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

For smart glasses: You must remove any data from your product by restoring the product to factory settings as directed by the manufacturer prior to obtaining service or replacement under this Plan. Repairs to Your Product may result in the deletion of data. You are responsible for backing up all data prior to commencement of any repairs or replacement under this Plan. We are not responsible for any loss, disclosure, or damage to any data on your Product. If a replacement Product is provided under this Plan, it will not contain data from the original Product.

Deductible: There is no deductible for this Plan however, there may be a co-pay. Please refer to the Co-Pay section for more details.

Co-Pay: If your product requires the following services, the retailer will collect the applicable co-pay amount from you based on the service you receive:

- Eyewear (Frames and Lens) Repair or Replacement = \$50
- Smart glasses Repair or Replacement = \$100
- Smart glasses Repair or Replacement with Progressive Lenses = \$125

Transfer: This Plan is non-transferable.

Renewal: This Plan is renewable at our discretion by contacting the administrator.

Limit of Liability: For any single claim, the limit of liability under this Plan is the least of the cost of: (1) the total of authorized repairs performed, up to the purchase price, excluding sales tax, of the product; (2) replacement with a replacement product; (3) reimbursement for authorized repairs or replacement of the product; or (4) the purchase price that you paid for the product, excluding sales tax. The total limit of liability under this Plan is: (a) reimbursement of the purchase price you paid for the product, excluding sales tax; (b) the total of all authorized repairs up to the purchase price paid for the product, excluding sales tax; or (c) replacement of the product with a replacement product. If we have met any of the above conditions (a), (b) or (c), we have satisfied all of our obligations under this Plan and this Plan will terminate.

WHAT IS NOT COVERED: (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS, LOSS OF BUSINESS, LOSS OF PROFITS, DOWN-TIME AND CHARGES FOR TIME AND EFFORT DAMAGE, DISCLOSURE OR LOSS OF ANY DATA, SOFTWARE OR OPERATING SYSTEM OR ANY LOSS OTHER THAN A BREAKDOWN OF THE PRODUCT; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT EXISTED OR OCCURRED PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, TAMPERING WITH ELEMENTS DESIGNED TO SECURE LENSES AND OR ARMS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S CLEAN AND CARE INSTRUCTIONS; (5) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT); (6) DAMAGE OR LOSS DUE TO THE ELEMENTS OR ACTS OF GOD; (7) DAMAGE OR LOSS DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) BREAKDOWN COVERED BY ANY RETAILER'S OR MANUFACTURER'S WARRANTY; (9) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN POLICY; (10) PREVENTATIVE MAINTENANCE; (11) BREAKDOWN WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) UNAUTHORIZED REPAIRS, ANY BREAKDOWN CAUSED BY UNAUTHORIZED REPAIRS, OR UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (13) DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (14) DAMAGE CAUSED BY ANIMALS AND INSECTS; (15) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA, THE DISTRICT OF COLUMBIA AND PUERTO RICO; (16) DAMAGE INCURRED DURING TRANSPORTATION; (17) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO: FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (18) ANY FAILURES, PARTS AND/OR LABOR COST INCURRED AS A RESULT OF A MANUFACTURER'S RECALL; (19) PRODUCTS THAT ARE LOST OR STOLEN; (20) EYE EXAMS OR OTHER MEDICAL EXPENSES ASSOCIATED WITH OBTAINING REPLACEMENT EYEWEAR; (21) CLEANINGS, ADJUSTMENTS, AND FITTINGS; (22) REPAIR OR REPLACEMENT OF EYEWEAR DUE TO OUTGROWTH OF EYEWEAR, A CHANGE IN OPTICAL PRESCRIPTION OR ANY OTHER MEDICAL REASON; AND (23) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON OR A PET ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT.

Cancellation: You may cancel this Plan at any time for any reason by surrendering it to the retailer from which you purchased this Plan during their store return policy, or at any time by emailing departmentc@asurion.com or by writing us at: ASPPR, ATTN: Cancellation Department, P.O. Box 1818, Sterling, VA 20167. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan, including sales tax, less the cost of any claims that have been paid or repairs that have been made. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a refund equal to one hundred percent (100%) of the pro-rata unearned portion of the price paid for the Plan. This Plan may be cancelled by us or the administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If we or the administrator cancel this Plan, you shall receive a refund of one hundred percent (100%) of the pro-rata unearned portion of the Plan price, including sales tax, less the cost of any claims which have been paid or repairs that have been made. Any refund owed and not paid or credited within thirty (30) days of the cancellation effective date shall include a ten percent (10%) penalty per month.

Force Majeure: We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of the government, military authority, or the elements, or other causes beyond our control, and in such event, we may cancel this Plan immediately.

Insurance Securing This Plan: This Plan is not an insurance policy, however, our obligations under this Plan are insured under an insurance policy issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606. If you have filed a claim under this Plan and we fail to pay or provide service within sixty (60) days, or if we become insolvent or otherwise financially impaired, you may contact Continental Casualty Company directly at 1-800-831-4262 to report your claim.

ARBITRATION AGREEMENT: Any arbitration decision rendered in accordance with this Arbitration Agreement shall not be binding on you provided that you reject the decision in writing to us within forty-five (45) days of the decision. If you reject the arbitration decision pursuant to the terms herein, you may go to the courts of Puerto Rico to resolve the dispute. Arbitration is optional.

Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Plan can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE MAY MUTUALLY AGREE IN WRITING TO RESOLVE THOSE DISPUTES THROUGH NONBINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For this arbitration agreement, references to “we” and “us” include (1) the Plan Obligor, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Frames Direct and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Plan.

1. THIS A.A.:

- a. Survives termination of this Plan.
- b. Is governed by the Federal Arbitration Act.
- c. Covers any dispute you have with us concerning or related, directly or indirectly, to this Plan.
- d. Does not prevent you from bringing an individual action against us in small claims court instead of pursuing arbitration.
- e. Does not prevent you from informing any government agency of your dispute. They may be able to seek relief on your behalf.

2. ARBITRATION PROCESS:

- a. How to start arbitration.
 - Send a written Notice of Claim by certified mail to Legal Department, P.O. Box 110656, Nashville, TN 37122-0656.
 - Describe the dispute and relief sought in the Notice.
 - If the dispute is not resolved within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association (“AAA”). You can contact the AAA and obtain a free copy of their rules and forms at www.adr.org or 1-800-778-7879.
- b. Arbitration will be conducted by the AAA following the Consumer Arbitration Rules (“Rules”). A court may decide the enforceability of this A.A. The arbitrator will decide all other issues. The arbitrator is bound by this A.A.
- c. Any hearing will take place in the county or parish of your mailing address unless you and we agree to a different location.

3. FEES:

- a. In most cases we will pay all filing, administration, and arbitrator fees. If the arbitrator finds that your dispute was filed to harass or is frivolous, the Rules govern payment of the fees.
- b. We will reimburse you for a filing fee paid to the AAA. If you are unable to pay a filing fee, we will pay it if you send us a written request.

4. ARBITRATION DECISION:

- a. You and we agree not to disclose any settlement offers to the arbitrator before the arbitrator issues a decision.
- b. If the arbitrator finds in your favor and the damages awarded are greater than the last settlement we offered, we will do the following.
 - We will pay you the greater of the damages or \$7,500.
 - We will also pay your reasonable attorney’s fees and arbitration expenses. You may not recover duplicate awards of fees and expenses.
- c. We waive any right we have to recover attorney’s fees and expenses from you if we win the arbitration.
- d. If you seek declaratory or injunctive relief, it can only be awarded as necessary to provide you relief.

YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING. Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person’s dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. is null and void.

To obtain a large-type copy of the terms and conditions of this Plan, please call 877-818-3455.

Administered by:
Asurion Service Plans of Puerto Rico
P.O. Box 1340 • Sterling, VA 20167 • 877-818-3455.

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Customer Name: _____

Customer Address: _____

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