



# Service Contract Terms & Conditions

#### BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to usa.canon.com and register Your Service Contract within 30 days of purchase. Failure to do so may result in significant service delays when You have a Claim.

[ www.usa.canon.com/support ]

ADMINISTRATOR: Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747-3036
1-[800-OK-Canon]

#### **DEFINITIONS**

Throughout this Contract, the following capitalized words have the stated meaning -

"We", "Us", "Our": the party or parties obligated to provide service under this Service Contract as the service contract provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114; unless specified otherwise in the SPECIAL STATE REQUIREMENTS section shown at the end of this document (Florida Residents: this Service Contract is an agreement between You and Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038). "Administrator", "Canon": the entity responsible for administrating benefits to You in accordance with the Service Contract provisions, conditions and exclusions, who is Canon U.S.A., Inc., One Canon Park, Melville, NY 11747-3036. "Retailer": the seller that has been authorized by Us to sell this Service Contract to You. "You", "Your": the purchaser/owner of the Product(s) covered by this Service Contract. "Original Purchase Price": the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as evidenced on Your sales/Canon purchase documentation. "Product(s)": the item(s) which You purchased with and is covered by this Service Contract. "Contract Purchase Receipt": the receipt document (paper or e-mail) provided to You by the Administrator or Retailer as proof of Your Contract purchase that indicates the Term, Deductible, and date in which the Service Contract was purchased; which must be attached to and forms part of this Service Contract. "Service Contract", "Contract": this terms and conditions document. "Term": the period of time in which the provisions of this Service Contract are valid. "Claim": a demand for payment in accordance with this Contract sent by You to the Administrator or Us. "Failure": the mechanical or electrical breakdown of Your Product to perform its intended function including defects in materials or workmanship and normal wear and tear; occurring during normal use of the Product. "Power Surge": damages to the Product resulting from an oversupply of voltage to Your Product while properly connected to a surge protector approved by the Underwriter's Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the Product to a power source "Commercial Use": any nonresidential use; including rental, business, educational and institutional, but not including heavy industrial use.

Please contact the Administrator, Canon, if You have any questions about this Service Contract.

### PRODUCT ELIGIBILITY

This Service Contract covers Products purchased as new or factory-refurbished and manufactured for use in the United States, which, at the time of Product purchase, included a Canon USA, Inc. limited warranty valid in the United States providing minimum coverage of [90 days] [one year] parts and labor. This Service Contract must be purchased within 90 days of purchase of Your Product. Purchase of this Service Contract is not required to purchase the Product or to obtain financing for the Product. Coverage outlined in this Service Contract only applies to Products not covered under any other insurance warranty, guarantee and/or service contract providing the same benefits as outlined herein. Products must be purchased from a Retailer, and be solely intended for personal use, and not intended for Commercial Use, or for resale. Accessories, external peripheral devices and/or add-on options are not covered under this Service Contract.

#### YOUR RESPONSIBILITY

**PRODUCT PROTECTION**: If damage or breakdown of the Product is suspected, You must promptly take reasonable precautions to prevent further damage or breakdown.

**MAINTENANCE AND INSPECTIONS**: You must perform all of the care, maintenance and inspections for the Product specified in the Product manufacturer's warranty and owner's manual. Proof of such maintenance, care and/or inspection may be required at time of Claim.

SERVICE CONTRACT TERM

#### **EFFECTIVE DATE OF COVERAGE:**

- a) Damage resulting from Power Surge or Accidental Damage from Handling ("ADH"): Coverage for damages to Your Product resulting from Power Surge or accidental damage from handling, begins on the date of Product purchase or delivery (if different from Product purchase date), and continues for the Term shown on Your Contract Purchase Receipt.
- b) Failure resulting from Mechanical/Electrical Breakdown: Coverage for Failure of Your Product resulting from mechanical or electrical breakdown as described in the definition of "Failure" begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor limited warranty and continues for the remainder of Your Term.

#### WHAT IS COVERED - GENERAL

In accordance with the SERVICE CONTRACT TERM described above, We agree to procure the necessary services to restore Your Product to standard operating condition at Our discretion; which may result in a replacement of Your originally covered Product in lieu of repair services, if Your Product experiences a Failure (as defined) or damage from accidental damage from handling ("ADH") or Power Surge (as defined).

If provided to You, a replacement product may be a new or refurbished product of equal or similar features and functionality, but not necessarily the same model. Please refer to the LIMIT OF LIABILITY section for full details regarding Product replacements.

IMPORTANT: COVERAGE DESCRIBED IN THIS SERVICE CONTRACT WILL NOT REPLACE OR PROVIDE DUPLICATIVE BENEFITS DURING ANY ACTIVE MANUFACTURER'S LIMITED WARRANTY PERIOD. DURING SUCH PERIOD, ALL PARTS, LABOR, ON-SITE SERVICE AND/OR SHIPPING COSTS COVERED BY THAT LIMITED WARRANTY ARE THE SOLE RESPONSIBILITY OF THE MANUFACTURER (WHO IS CANON U.S.A., INC.) PARTS USED TO REPAIR OR REPLACE YOUR PRODUCT MAY BE NEW, USED, REFURBISHED, OR NON-ORIGINAL MANUFACTURER PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF YOUR PRODUCT. Where applicable, technological advances may result in a replacement product with a lower selling price than Your original Product, and no refunds will be made based on the replacement product cost difference.

This Service Contract is valid for repairs or replacement within the United States of America, its territories or Canada.

### ADDITIONAL BENEFITS INCLUDED IN YOUR CONTRACT

In addition to coverage for a Failure, as defined, Your Contract also provides coverage for:

- 1. ACCIDENTAL DAMAGE FROM HANDLING (ADH): labor and/or parts required to repair Your Product, or at Our sole discretion, replacement of Your original Product in lieu of repair in consideration of sudden and unforeseen ADH; such as damage resulting from dropping the Product or in association with screen breakage or liquid.
- 2. NO LEMON GUARANTEE: Within any consecutive twelve (12) month period, if Your Product has three (3) repairs covered under Your Contract for the same problem and a fourth (4th) repair is required for the same problem and considered covered under Your Contract ("Qualifying Service Repairs"), We will replace Your Product with one of like kind and quality, but not necessarily same model, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the LIMIT OF LIABILITY section. Any repair services performed while Your Product is under its manufacturer's warranty or in association with ADH are not considered to be Qualifying Service Repairs under this benefit.

#### 3. IMAGE RECOVERY FOR REMOVABLE MEMORY STORAGE ON SD, MICRO SD, AND CF CARDS (DRS):

- If Your covered Product is a camera, video camcorder, or printer with a memory card slot, You can also arrange for Image Recovery under this Contract online by visiting the Administrator's "Product Repair Page" at [].
- If Your covered Product is a lens, flash, projector, binoculars, scanner, or a printer or multifunction printer without a memory card slot, Image Recovery is not available for these particular products and these products are excluded from this benefit.
- If you received a CarePAK PLUS as part of a free promotion with your purchase of hardware, Image Recovery is not available for these particular products and these products are excluded from this benefit.

You are entitled to receive a one-time Image Recovery in the event of a failure of your removable memory device (SD, Micro SD and CF Card)(each a "Device") while being used with a covered Product. Whenever possible, the data recovered from your Device, if any (the "Data") will be returned to You on the original Device. If the original Device is defective, the recovered Data, will be returned to You on a physical device such as a USB drive or an external hard drive, based on the volume of the Data recovered. In cases where the Image Recovery provided is unable to recover at least 75% of the Data, You will be notified and provided with a \$50 gift card.

You, the customer, warrant that You are the legal owner or the authorized representative of the owner of the Device and the Data submitted to Canon for Image Recovery . Canon may utilize subcontractors in the performance of the Image Recovery . You warrant that the Data on the Device does not violate any applicable laws and regulations and You will defend, indemnify, and hold Canon (including the directors, officers, employees, agents, delegates, and contractors of Canon , respectively) harmless from any claims or actions relating to the Device or Data, or Your rights or lack of rights thereto. Canon reserves the right to refuse service for, or return back to You, any Device and/or Data that Canon or its subcontractor has determined violates any applicable law or regulation. Please refer to Canon's Privacy Statement at regarding Canon's practices for the collection, use and disclosure of Your personal information.

To the maximum extent permitted by law, Canon shall have no liability or responsibility to You, whether in contract, tort or under the extra-contractual liability regime, including negligence, with respect to any liability, loss or damage caused or alleged to be caused directly or indirectly by the Device and/or Data, any replacement parts or the Image Recovery provided by, or on behalf of, Canon . To the maximum extent permitted by law, Canon will have no liability or responsibility to maintain or restore computer programs, software, electronic files or data during the performance of the Image Recovery or otherwise, beyond reasonable attempts at data back-up and/or data Recovery, if applicable. It is Your sole responsibility to maintain backups of any computer programs, software, electronic files or data to protect against loss. Notwithstanding anything in this Section 3 to the contrary, Canon's liability for damages incurred by You in connection with the Image Recovery shall not exceed the amount paid by You for the Image Recovery. To the extent permitted by law, Canon disclaims any warranty or condition not expressly provided herein, including any implied warranty or condition of merchantability or fitness for a particular purpose.

# **DEDUCTIBLE**

There is no Deductible required to obtain service on Your Product under this Service Contract.

### **OBTAINING SERVICE**

In order for a Claim to be considered, You will need to first contact the Administrator for approval and a repair authorization number. IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. The Administrator must validate and provide You with approval (i.e. a repair authorization number) for Your submitted Claim prior to any benefits being considered under this Contract. THIS SERVICE CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

If You need to file a Claim under this Service Contract or verify Your coverage, call the Administrator's "Customer Care Center" at 1-[800-OK-Canon] (1-[800-652-2666]). To expedite service, please have Your Contract Purchase Receipt readily available. The Administrator will confirm Your Service Contract coverage and collect any additional information necessary from You and about Your covered Product. When You receive authorization for service on Your Product under this Contract, You will also receive further instructions on how to obtain such service. In general:

- If Your covered Product is a camera, video camcorder, lens, flash, projector or binoculars, You can
  also arrange for service under this Contract online by visiting the Administrator's "Product Repair
  Page" at [].
- If Your covered Product is a printer, scanner or multifunction printer, the Administrator is unable "to authorize service for these particular products through its website; You must call the Administrator's Customer Care Center at 1-[800-0K-Canon] (1-[800-652-2666]) to initiate service.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless the Administrator instructs You to do so. If You are instructed by the Administrator to transport or ship Your Product, be sure to include the following with Your Product: (1) a copy of Your Contract Purchase Receipt, (2) a brief written description of the problem You are experiencing with the Product, and (3) a prominent notation of Your repair authorization number that the Administrator gave You. Please use caution when transporting and/or shipping Your Product as directed by the Administrator, as We are not liable for any freight charges or damages due to improper packaging by You or Your representative.

If Your Term expires during the time of an approved Claim, Your coverage under the Contract will be extended until the date in which Your approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Service Contract.

During the Term of Your Service Contract, the maximum amount that We are obligated to pay for services in connection with all Claims pursuant to this Service Contract is:

- One Product replacement for a covered Claim for ADH damage (in which Your replacement product is ineligible for continued coverage under Your original Contract); OR
- Two (2) Product replacements for covered Claims for Power Surge or Failures, as defined (in which Your replacement products are automatically covered under Your original Contract for the remainder of Your Term);

Whichever occurs first.

Once the first limit has been met, Our obligation under this Contract is considered fulfilled in its entirety and coverage ends.

NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL 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, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER WE NOR THE ADMINISTRATOR NOR THE RETAILER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU; INCLUDING ANY INHERENT PRODUCT FLAWS.

# WHAT IS NOT COVERED (GENERAL EXCLUSIONS)

#### THIS SERVICE CONTRACT DOES NOT COVER:

- 1. LOSS OF OR DAMAGE TO THE COVERED PRODUCT RESULTING FROM: ABUSE (MEANING THE INTENTIONAL TREATMENT OF THE COVERED PRODUCT IN A HARMFUL, INJURIOUS, MALICIOUS OR OFFENSIVE MANNER WHICH RESULTS IN ITS DAMAGE AND/OR FAILURE), MISHANDLING, IMPROPER PACKAGING BY YOU, ALTERATION, COLLISION WITH OR OF ANOTHER OBJECT, ELECTRICAL CURRENT FLUCTUATIONS (OTHER THAN THAT WHICH IS EXPLICITLY DEFINED AS POWER SURGE IN THE DEFINITIONS SECTION), FAILURE TO FOLLOW OPERATING, MAINTENANCE OR ENVIRONMENTAL INSTRUCTIONS PRESCRIBED IN THE COVERED PRODUCT'S MANUFACTURER OWNER'S MANUAL OR SERVICE PERFORMED BY ANYONE OTHER THAN A SERVICER AUTHORIZED BY CANON.
- SERVICE, REPAIR OR REPLACEMENT NECESSITATED BY THE USE OF PARTS OR SUPPLIES (OTHER THAN THOSE SOLD BY THE COVERED PRODUCT'S ORIGINAL MANUFACTURER) WHICH DAMAGE THE COVERED PRODUCT OR CAUSE ABNORMALLY FREQUENT SERVICE CALLS OR SERVICE PROBLEMS.
- 3. SERVICE, REPAIR OR REPLACEMENT OF THE COVERED PRODUCT IF ITS SERIAL NUMBER OR MANUFACTURER DATING HAS BEEN ALTERED OR REMOVED.
- 4. SERVICE, REPAIR OR REPLACEMENT OF ANY COVERS, LIDS OR TRIM PARTS, OR OF ANY CONSUMABLE ITEMS; INCLUDING WITHOUT LIMITATION: INK CARTRIDGES, INK TANKS AND DISPOSABLE PRINT HEADS.
- 5. PREVENTIVE MAINTENANCE.
- SERVICE, REPAIR OR REPLACEMENT OF ANY OTHER ITEM, EQUIPMENT OR SOFTWARE THAT MAY BE INCLUDED WITH OR CONNECTED TO THE COVERED PRODUCT.
- 7. ON-SITE OR IN-HOUSE SERVICE OR REPAIR OF THE COVERED PRODUCT.

- 8. ANY ITEM THAT IS PURCHASED OUTSIDE OF THE UNITED STATES OF AMERICA.
- 9. SERVICE, REPAIR OR REPLACEMENT OF A COVERED PRODUCT OUTSIDE OF THE UNITED STATES OF AMERICA, ITS TERRITORIES OR CANADA.
- 10. PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO YOU (MEANING A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO THE MECHANICAL FITNESS OF THE COVERED PRODUCT BEFORE ISSUANCE OF THIS SERVICE CONTRACT).
- 11. COSMETIC DAMAGE (MEANING DAMAGES OR CHANGES TO THE PHYSICAL APPEARANCE OF THE PRODUCT THAT DOES NOT IMPEDE OR HINDER THE PRODUCT'S NORMAL OPERATIONAL FUNCTION; SUCH AS SCRATCHES, ABRASIONS, OR CHANGES IN COLOR, TEXTURE, OR FINISH), RUST, CORROSION, WARPING, BENDING OR EXPOSURE TO WEATHER CONDITIONS.
- 12. ANY KIND OF MANUFACTURER RECALL OR REWORK ORDER ON THE COVERED PRODUCT THAT THE MANUFACTURER IS RESPONSIBLE FOR PROVIDING, REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS.
- 13. BREAKDOWN OR DAMAGE THAT IS COVERED UNDER ANY OTHER INSURANCE, WARRANTY, GUARANTEE AND/OR SERVICE CONTRACT PROVIDING THE SAME BENEFITS AS OUTLINED IN THIS SERVICE CONTRACT.
- 14. ANY ACCESSORIES, EXTERNAL PERIPHERAL DEVICES AND/OR ADD-ON OPTIONS.
- 15. ANY CLAIM THAT HAS NOT BEEN PRIOR AUTHORIZED BY THE ADMINISTRATOR OR US.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH SOFTWARE OR DATA TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM YOUR PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU MAY BE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

### OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

### **CANCELLATION**

You may cancel this Service Contract at any time by informing the Administrator, Canon, of Your cancellation request. If such request is within 30 days of the purchase of this Service Contract, You will receive a 100% refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us. If such request is made after 30 days of the purchase date of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less the amount of any Claims paid by Us and less an administrative fee not to exceed 10% of the Service Contract purchase price, or \$25.00, whichever is less. In no event will any imposed administrative fee exceed twenty-five dollars (\$25.00).

We may only cancel this Service Contract for the following reasons: 1) non-payment of the Service Contract fee by You; 2) material misrepresentation by You to Us; or 3) substantial breach of duties by You under this Service Contract in relation to the covered Product or its use. If We cancel this Service Contract, We must provide written notice to You at least 15 days prior to the effective date of cancellation.

Such notice will be sent to Your current address in Our file (email or physical address as necessary), with the reason for and effective date of such cancellation. If We cancel this Service Contract, You will receive a pro-rata refund based upon one-hundred percent of any unearned Service Contract fee paid by You, minus any Claims paid by Us.

NOTICE: These CANCELLATION provisions apply to the original purchaser of this Service Contract only.

### **GUARANTY**

This is not an insurance policy; it is a service contract. We have obtained an insurance policy to insure Our performance under this Service Contract. Should We fail to pay any Claim or fail to replace the Product covered under this Service Contract within sixty (60) days after the Claim has been submitted, or in the event You cancel this Service Contract, and We fail to refund any unearned portion of the Service Contract price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

# **TRANSFERABILITY**

If You are the original purchaser of this Service Contract and wish to transfer coverage under this Service Contract to a different owner, You may initiate a one-time transfer of ownership by calling the Administrator at 1-[800-OK-Canon] (1-[800-652-2666]). You will be required to provide Your registration number located on Your Contract Purchase Receipt and a copy of Your Product purchase receipt (if provided separately). Transferability is determined at Canon's discretion, as approved by Us, and may not be available with all Products. The CANCELLATION provisions apply to the original purchaser of this Service Contract only.

### **ENTIRE AGREEMENT**

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and Your Contract Purchase Receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

### SPECIAL STATE REQUIREMENTS

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

Alabama: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. Northcoast Warranty Services, Inc. is the Provider under this Service Contract. RENEWABILITY – This Service Contract is not renewable.

**Arizona:** CANCELLATION - No claims incurred or paid will be subtracted from any refund. WHAT IS NOT COVERED - We shall not provide coverage only for those specifically listed items in the "WHAT IS NOT COVERED" section. Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

Arkansas: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-[800-OK-Canon] (1-[800-652-2666]) to obtain a repair authorization number prior to having any repairs made to Your Product. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim will result in non-payment.

California: This Service Contract may be cancelled by the Service Contract holder for any reason, including, but not limited to, the Product covered under this Service Contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Contract, and Your cancellation notice is received by the Administrator within thirty (30) days and You have made no claims against the Service Contract, You will be refunded the full Service Contract price; or if Your Service Contract is cancelled by written notice after thirty (30) days from the date You received this Service Contract, You will be refunded a pro-rated amount of the Service Contract price, less any claims paid, less an administrative fee of ten percent (10%) of the Service Contract price or twenty-five dollars (\$25), whichever is less. Canon U.S.A., Inc., (License No. S-5067) is the Service Contract Administrator and Northcoast Warranty Services, Inc. (License No. SA-19178) is the Obligor for this Service Contract.

Colorado: CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

**Connecticut:** In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Equipment, the cost of repair of the Equipment and a copy of the warranty Service Contract. You may cancel Your Service Contract if the covered Equipment is sold, lost, stolen, or destroyed.

Florida: This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and You, the purchaser. You may cancel Your Service Contract by informing the selling dealer or the Administrator. In the event the Service Contract is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. The rates charged to You for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia: WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded. CANCELLATION is amended as follows: The Administrator may not cancel this Service Contract except for fraud by You, material misrepresentation by You, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If You cancel this Service Contract within 30 days of the purchase of this Service Contract and have not incurred any claims, You will receive a 100% refund of the Service Contract purchase price paid by You. If such request is made after 30 days of the purchase date of this Service Contract or You have incurred paid claims within 30 days of the purchase of this Service Contract, You will receive a pro-rata refund of the Service Contract purchase price paid by You, less an administrative fee not to exceed 10% of the prorate refund amount or \$25.00; whichever is less. In no event will claims be deducted from any refund. This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

**Hawaii:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

**Illinois:** Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

Indiana: 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.

**Maine:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

Maryland: CANCELLATION is amended as follows: No cancellation fee shall apply. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

Massachusetts: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

**Michigan:** If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Service Contract shall be extended for the period of the strike or work stoppage.

Minnesota: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract.

Missouri: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Contract purchase price. No cancellation fee will apply. In no event will claims paid be deducted from any refund.

Nevada: This Service Contract is not renewable. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Contract price will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Contract. The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Contract You will be entitled to a pro-rata refund of the unearned Service Contract fee, no administrative fee will be deducted. If Your Service Contract was financed, the outstanding balance will be deducted from any refund. In no event will claims be deducted from any refund.

**New Hampshire:** In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

**New Jersey:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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.

New Mexico: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within sixty (60) 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. This provision applies only to the original purchaser of the Service Contract. The Provider of this Service Contract may cancel this Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

**New York:** If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) 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. This provision applies only to the original purchaser of the Service Contract.

North Carolina: CANCELLATION is amended as follows: Any cancellation fee shall not exceed the lesser of ten percent (10%) of the pro rata refund amount or twenty-five (\$25.00) dollars. We may cancel this Service Contract only for non-payment of the purchase price of the Service Contract or a direct violation of the Service Contract by You.

Oklahoma: This is not an insurance contract. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of the provider fee shall be based upon ninety percent (90%) of the unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of the provider fee shall be based upon one hundred percent (100%) of unearned pro-rata provider fee less the actual cost of any service provided under the service warranty contract.

**Oregon:** This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, (866) 927-3097 and You.

South Carolina: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract. If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

**Texas:** Canon, USA, Inc. Service Contract Administrator No. 330. If You have any questions regarding the regulation of the Service Contract Provider or a complaint against the Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may return this Service Contract within thirty (30) days of the date of purchase of this Service Contract. If this Service Contract is cancelled within the first thirty (30) days, We will refund the entire Service Contract charge, less claims paid. If this Service Contract is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a twenty-five dollar (\$25)

administrative fee and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your cancellation request to the provider. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Contract is canceled. These provisions apply only to the original purchaser of the Service Contract. If We cancel this Service Contract, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Contract Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Contract Holder relating to the covered product or its use. If We cancel this Service Contract, no cancellation fee shall apply.

**Utah:** The Provider/Obligor is Northcoast Warranty Services, Inc., 800 Superior Avenue E., 21st Floor, Cleveland, OH 44114, 866-927-3097. Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Contract for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Contract for material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. HOW TO FILE A CLAIM – If You need to file a claim under this Service Contract, You must contact the Administrator at 1-[800-OK-Canon] (1-[800-652-2666]) to obtain a repair authorization number prior to having any repairs made to Your Product. If a repair or replacement occurs when the Administrator's office is closed, You may follow these claims procedure without prior authorization. However, You must call the Administrator as soon as reasonably possible. Failure to call in and report the claim will result in non-payment.

Washington: The Provider/Obligor is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038. If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and the refund is not paid or credited within thirty (30) 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. This provision applies only to the original purchaser of the Service Contract. In the event We cancel this Service Contract, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. What is Not Covered from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048. The State of Washington is the jurisdiction for any civil action in connection with this Contract.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Contract at any time. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for any reason other than nonpayment, then We shall refund 100 percent of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Contract purchase price paid.

If this Service Contract is canceled within thirty (30) days of the date of purchase and no claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If the refund is not paid or credited within forty-five (45) days after return of the Service Contract to Us, We shall pay a ten percent (10%) per month penalty of the refund amount outstanding, which We shall add to the amount of the refund.

For service Contracts canceled subsequent to the period stated in the preceding paragraph or if a claim has been made under this service Contract within such period, We shall refund 100 percent of the unearned pro rata provider fee, less any claims paid and less a cancellation fee not to exceed ten percent (10%) of the Service Contract purchase price paid.

If You request cancellation due to a total loss of Your Product which is not covered by a replacement under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. Unauthorized repairs may not be covered. The **GUARANTY** section is amended to include: Our obligations under this Service Contract are insured under a service contract reimbursement insurance policy. Should We fail to pay any claim or fail to replace the Product covered under this Service Contract within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Contract and We fail to refund the unearned portion of the Service Contract Purchase Price or, if the Provider becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this Service Contract.

Wyoming: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and 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. This provision applies only to the original purchaser of the Service Contract. If We cancel this Service Contract, We shall mail a written notice to You at Your last known address at least ten (10) days prior to cancellation.

The notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You to the provider or a substantial breach of duties by You relating to the covered product or its use.

Log onto the Administrator's website at www.usa.canon.com/support or Call 1-800-OK-Canon to obtain a copy of these terms & conditions.

### **Contact Information**

- For any customer escalations or critical issues:
  - Contact the sales account manager for your store
  - Todd Packer Senior Manager, Customer Support Operations
    - tpacker@cusa.canon.com or 631.330.4898
  - Walter Inglesby Advisor, Customer Support Operations
    - winglesby@cusa.canon.com or 631.330.4782
- Any customer concerns or questions can be directed to the Canon support 1-800-OK-CANON or through our website <a href="https://www.usa.canon.com/support">www.usa.canon.com/support</a>