

# Sherwood Management Company Registry Terms and Conditions

## Terms & Conditions

**Administrator:** Sherwood Management Co., Inc., PO Box 3750, Culver City, CA 90231, 310-665-2110

**Obligor:** Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256 800-888-2738

**Instructions:** You must keep this Contract, Registry Card and Your Sales Receipt. You may be required to produce them to obtain service.

**To Obtain Service:** Visit any Daniel's Jewelers location or call the Daniel's Jewelers Customer Service Department toll free at 1-855-719-2699 for instructions on obtaining repair for Your Item. Please have Your Contract, Registry Card and Your Sales Receipt handy and be prepared to explain which Item needs service and the nature of the problem.

**What Is Covered:** This Contract covers parts and labor costs resulting from a Breakdown of the Item caused by defects in workmanship and/or materials, including loss of diamonds (**subject to the limitations below**) and other gemstones due to a defect in the setting. Daniel's Jewelers will repair or replace the Item, at our discretion. With the limit of no more than one time per twelve month period during the term of this Contract, Daniel's Jewelers will also resize a ring, up to 2 sizes (**not including any sizing done within 60 days from the date the Item was purchased**). With no limitation during the term of this Contract, Daniel's Jewelers will, as necessary tighten stones, repair a break or clasp in a chain or bracelet, re-tip prongs, smooth prongs to prevent snags, and polish and clean the Item. Daniel's Jewelers will only replace diamonds up to ½ carat weight in total carat weight (one or several individual diamonds totaling ½ carat weight). Any covered diamonds that are lost that are greater than ½ carat weight in total carat weight (one or several individual diamonds totaling ½ carat weight) will be replaced with a comparable ½ carat weight (one or several individual diamonds totaling ½ carat weight) CT diamond or diamond(s). **Repairs or replacements under this Contract DO NOT INCLUDE any rhodium plating or other finishes of the Item.** For watches, Daniel's Jewelers will repair or replace the Product, at Administrator's discretion, when required, due to a Breakdown, which is not covered under any other warranty or service contract. Non-original manufacturer's parts may be used for repair of the Product if the manufacturer's parts are unavailable or more costly. There is no deductible required to obtain service for Your Item.

**Term of Coverage:** The term of this Contract begins on the date You purchased Your Item and this Contract or the renewal of this Contract, whichever is later, and continues for a period of three (3) years. In the event Your Item is being serviced when the Contract expires, the term of the Contract will be extended until the covered repair has been completed. In the event this Contract or any renewal contract was charged to a Daniel's Jewelers in-house credit account, service under this Contract will be performed only if such account is current with no past due payments at the time the item is received by Daniel's Jewelers for service.

For Watches, the term of this Contract begins on the date You purchased Your Product and continues for a period of two (2) years. Coverage begins upon expiration of either the manufacturer's or the selling retailer's warranty, whichever is longer. In the event Your Product is being serviced by an Authorized Service Center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

**Limit of Coverage Liability:** For any single claim, the limit of liability under this Contract is the lesser of the cost of (1) replacement with an Item with similar features, (2) reimbursement for authorized repairs or replacement or (3) the purchase price You paid for the Item including appropriate sales tax. The total liability under this Contract is the purchase price You paid for the Item. In the event that the total of all authorized repairs exceed the purchase price paid for the Item or we replace the Item with another of equal or greater value, we shall have satisfied all obligations owed under this Contract.

**Definitions:** (1) Lyndon Southern Insurance Company, Obligor/We/Us/Our: The company obligated under this Contract.; (2) Sherwood Management Co., Inc.: The Administrator of this Contract; (3) Breakdown: The mechanical or electrical failure of the Item caused by defects in workmanship and/or materials, including loss of diamonds (**subject to the limitations below**) and other gemstones due to a defect in the setting; (4) Item: The consumer Item(s) which You purchased concurrently with and is covered by this Contract; (5) You/Your/Contract Holder: The individual who purchased the Item and this Contract, which term includes the lessee, if the product was acquired under a lease-to-own arrangement), or the authorized assignee.

**WHAT IS NOT COVERED:** (1) INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES; (2) ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE ITEM, INCLUDING BUT NOT LIMITED TO TAMPERING WITH PRONGS, BEZELS OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES; ANY UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS TO THE COVERED PRODUCT, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER RECOMMENDED MODIFICATIONS. HOWEVER, IF THE COVERED PRODUCT IS MODIFIED OR REPAIRED IN AN UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MANNER, WE WILL NOT AUTOMATICALLY SUSPEND THE COVERAGE. RATHER, THIS CONTRACT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS CONTRACT. (4) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (5) THE ELEMENTS, OR ACTS OF GOD; (6) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (7) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE AGREEMENT; (8) BREAKDOWNS WHICH ARE NOT REPORTED WITHIN THIRTY (30) DAYS AFTER THE EXPIRATION OF THIS CONTRACT; (9) INHERENT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER; (10) FLAWS IN GEMSTONES; (11) LOSS OF DIAMONDS, GEMSTONES, OR ANY OTHER PARTS OF THE COVERED ITEM UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP AND/OR MATERIALS, WITHOUT ANY UNDUE STRESS OR DAMAGE, INCLUDING BUT NOT LIMITED TO TAMPERING WITH PRONGS, BEZELS, OR THERE ELEMENTS DESIGNED TO SECURE GEMSTONES; (12) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE ITEM; (13) TARNISH, RUST OR CORROSION; (14) SCRATCHES, PEELING AND DENTS; (15) UNAUTHORIZED REPAIRS AND/OR PARTS; (16) FAILURE DUE TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS; (17) ACCESSORIES USED IN CONJUNCTION WITH A COVERED ITEM; (18) LOSS OF USE OF THE COVERED ITEM DURING THE PERIOD THE ITEM IS AT AN AUTHORIZED REPAIR FACILITY; (19) DAMAGE OR LOSS RESULTING FROM THE FAILURE TO OBTAIN INSPECTIONS REQUIRED; (20) PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (21) ITEMS WITH REMOVED OR ALTERED KARATAGE OR TRADEMARK STAMPS; (22) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA; (23) NONFUNCTIONAL OR AESTHETIC PARTS; (24) AT THE SOLE DISCRETION OF THE OBLIGOR, REPAIRS OR OTHER SERVICES COVERED BY THIS CONTRACT WHICH ARE NECESSITATED OR FOLLOW REPAIR AND SERVICE THAT IS NOT PERFORMED BY OR UNDER THE DIRECTION OF THE OBLIGOR OR DANIEL'S JEWELERS; AND (25) RUST OR CORROSION ON ANY COVERED PART AND FAILURES AS A RESULT FROM RUST OR CORROSION.

**Transfer:** This Contract may be transferred. You may transfer by contacting the Administrator at their address or telephone number, specified herein. Information provided by You must include the Contract number, date of transfer, new owner's name, complete address and telephone number. Subject to the Term of Coverage, this Contract will transfer in full to the lessee upon their fulfillment of the LTO Arrangement. **The transfer fee is forty dollars (\$40).**

**Renewal:** This Contract is renewable, at Administrator's discretion. Service Contracts can be renewed before the end of each term by visiting a Daniel's Jewelers store or calling toll free 1-855-719-2699. Administrator reserves the right to automatically renew contracts. In the event Your Contract is automatically renewed, You maintain all rights to cancellation under this Contract. In addition, any Contract that is renewed will only be honored if the renewal contract is paid in full by You or Transferee.

**Cancellation:** You may cancel this Contract at any time by surrendering it or providing written notice to the Administrator or Daniel's Jewelers at the address where You purchased this Contract. This Contract may be canceled by You for any reason. In the event You cancel this Contract within sixty (60) days of receipt or renewal of this Contract, You shall receive a 100% credit for value of the contract. In the event You cancel this Contract after sixty (60) days of receipt or renewal of this Contract, You shall receive a pro-rata credit for the unexpired portion of the Contract based upon elapsed time less a cancellation fee not to exceed ten percent (10%) of the price of this contract or twenty-five dollars (\$25.00), whichever is less. If a refund is owed, the refund will be paid or credited within thirty (30) days from the date the Obligor or Daniel's Jewelers receive notice of cancellation from You. We may cancel this Contract during the first sixty (60) days of the Contract purchase date for any reason. After sixty (60) days, We may cancel this Agreement for material misrepresentation or fraud at time of sale or for non-payment of Contract purchase price. In the event that we cancel the contract, We or the Daniel's Jewelers will refund You one hundred percent (100%) of the Contract purchase price, less any claims paid on Your Contract. If We cancel this Contract for non-payment of the Contract purchase price by You, We shall provide You notice of cancellation by certified mail. If this Contract or any renewal Contract was charged to a Daniel's Jewelers in-house credit account, any credit due will be applied to that account and any credit balance on such account will be refunded to you by corporate check. Otherwise, any credit will be refunded by corporate check. The cost of claims paid or services provided will not, under any circumstances, be deducted from any refund issued pursuant to this contract. The price of the contract shall be refunded within 45 days of after You cancel the contract. If you cancel the contract within 60 days of receipt of the contract, a 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after receipt of the cancellation request. If We cancel this Contract and a refund is owed, the refund will be paid or credited within thirty (30) days from the effective date of the cancellation.

**Entire Contract:** This Contract, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for the Item shall collectively constitute the entire Contract. Your rights under this Contract may vary from state to state. The price charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. In the state of Florida obligations under this Contract are not backed by an insurance policy.

**LEASE-TO-OWN ("LTO") ARRANGEMENTS:** Where the product was initially acquired under an LTO Arrangement, any cash settlement or refund will be paid to the owner of the Item at the time the settlement is made. This will be the lessor if you have not yet acquired ownership of the Item. In all other respects, the lessee will retain a beneficial interest in this Contract and all non-cash benefits described herein shall be rendered to the lessee. Any reference to purchased, sold, or similar terms shall include leased and its derivatives.

**Limited Applicability of The Federal Magnuson-Moss Warranty Act:** You agree and acknowledge that You have paid an additional fee for this Contract that is separate and apart from the purchase price You paid for the covered product. Because of that separately stated consideration, You agree and acknowledge that this Contract is not part of the basis of the bargain for Your purchase of the covered product. You further agree and acknowledge that We, the Administrator/Obligor under this Contract, are not the supplier of the covered product. Consequently, this Contract is not a "written warranty" under the Federal Magnuson-Moss Warranty Act. As a result, this Contract is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty."

**Dispute Resolution/Arbitration Agreement And Class Action Waiver:** PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Contract), You, We, and the Administrator/Obligor (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of Our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies related in any way to this Contract, including but not limited to claims related to the underlying transaction giving rise to this Contract, or claims related to the sale, financing or fulfillment of this Contract (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under this Contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, agents, successors, or assigns. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this Contract to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related to this Contract.

The Parties agree and acknowledge that the transaction evidenced by this Contract affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law.

**CLASS ACTION WAIVER.** All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following URL: American Arbitration Association, [www.adr.org](http://www.adr.org). The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Contract shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org). If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it

were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Contract or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

**OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS CONTRACT THE DATE OF PURCHASE BEING INDICATED ON YOUR CONTRACT. To opt out, You must send written notice to either: (1) 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, "Arbitration/Class Action Waiver Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.**

**Privacy Policy:** It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).