

JEWEL SAFE SERVICE AGREEMENT

Terms & Conditions

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS.

DEFINITIONS

Throughout this Service Agreement, the following capitalized words have the stated meaning:

- (1) **“Administrator”** means the party that will administer the services outlined in this Service Agreement, Jewel Safe LLC, 9600 Parkside Drive, Knoxville, TN 37922, (800) 366-4010; unless specified otherwise in the SPECIAL STATE REQUIREMENTS section shown at the end of this document.
- (2) **“Merchandise”** means the item(s) which You purchased from Jewelry Television® (“Retailer”) concurrently with this Service Agreement and which is covered by this Service Agreement.
- (3) **“Retailer”** means the entity selling the Merchandise and this Service Agreement.
- (4) **“Service Agreement”** means this Service Agreement, inclusive of all provisions, terms and conditions contained herein.
- (5) **“We”, “Us”, “Obligor”, “Our”, “Provider”** means the party or parties obligated to provide service under this Service Agreement, Ironwood Warranty, LLC, in all states except in Florida, where it is Ironwood Warranty of Florida, LLC, 400 Missouri Ave, Suite 120, Jeffersonville, IN 47130. In Florida: License No. 48287.
- (6) **“You”, “Your”** means the purchaser of the Merchandise that is covered by this Service Agreement.

SERVICE AGREEMENT INSTRUCTIONS

Your Service Agreement will be included in the package with the Merchandise for which this Service Agreement applies. You must keep this Service Agreement terms and conditions document and Your receipt of purchase to obtain service under this Service Agreement.

OBTAINING SERVICE

To file a claim and for instructions on obtaining service under this Service Agreement for Your Merchandise, contact the Administrator at (800) 366-4010. Please have Your Service Agreement handy and be prepared to provide the Administrator with details regarding the nature of the issue with Your Merchandise. You must call the Administrator prior to servicing Your Merchandise, and all repairs must be authorized in advance by the Administrator. The Administrator will instruct You to mail Your Merchandise (with a pre-paid label the Administrator will send to You) to obtain service. For covered claims, We will pay the shipping cost to return the Merchandise to You.

WHAT IS COVERED

Under this Service Agreement, We agree to provide the necessary materials and labor costs to repair Your Merchandise to a usable and wearable condition; provided, such repair is necessitated by Merchandise wear during normal usage of the Merchandise under the conditions for which it was designed (including defects resulting from loss of gemstones due to a defect in the setting), and that the Merchandise is not covered under any other insurance, warranty, guarantee and/or Service Agreement. We will repair or replace the Merchandise at Our sole discretion, and materials used to repair or replace Your Merchandise may be non-original manufacturer materials of like kind and quality. For loose gemstones or gemstones in other Merchandise, We reserve the right to re- facet, re-polish, or re-cut any gemstone submitted for service under this Service Agreement and may elect to do so as long as the gemstone weight loss of such action would not differ by more than ten percent (10%) of the original weight. If the re-facet, re-polish, or re-cut of the gemstone would result in a greater than ten percent (10%) weight loss, We will replace the original gemstone. If We do not have access to a duplicate stone, We will reimburse You up to the original purchase price of the covered Merchandise; excluding taxes and shipping costs, and this Service Agreement will be fulfilled, and all obligations satisfied. In no event shall the Administrator or We be liable for any damages as a result of the unavailability of a duplicate stone. Any and all parts or Merchandise replaced under this Service Agreement become the Administrator’s or Our property in their entirety. **NOTE: This Service Agreement does not cover repair or replacement of the Merchandise for any of the causes, or provide coverage for any of the losses, set forth in the section entitled WHAT IS NOT COVERED.**

DEDUCTIBLE

You are not required to pay a deductible to obtain service for Your Merchandise under this Service Agreement.

COVERAGE TERM

The term of this Service Agreement begins upon the date of purchase listed on Your receipt and continues for [two (2) years]. If Your Merchandise is being repaired or en route to repair at the time the term of this Service Agreement expires, the coverage will extend until service or repair is complete. This Service Agreement does not replace, but supplements, any other warranties/guarantees applicable to the covered Merchandise. This Service Agreement is inclusive of any manufacturer’s warranty; it does not replace the manufacturer’s warranty, but provides certain benefits during the term of the manufacturer’s warranty. During the manufacturer’s warranty period, any materials, labor or shipping costs covered by that warranty are the sole responsibility of the manufacturer. Upon expiration of the

manufacturer's warranty, this Service Agreement continues to provide many of the manufacturer's benefits as well as certain additional benefits listed within this Service Agreement. NOTE: This Service Agreement will no longer provide coverage if the Merchandise is used as a trade-in toward another item; in such instances, a new Service Agreement will need to be purchased on the new item(s).

SERVICE AGREEMENT HOLDER'S RESPONSIBILITY

It is Your responsibility to perform all care/maintenance required by any applicable underlying warranties/guarantees to maintain the covered Merchandise in usable and wearable condition per manufacturer's specifications.

LIMITATION OF LIABILITY

The maximum liability under this Service Agreement is up to the purchase price You paid for the Merchandise (minus taxes). In the event that the total of all paid claims equals the purchase price paid for the Merchandise (taxes excluded), or We replace the Merchandise, We shall have satisfied all obligations under this Service Agreement. This Service Agreement provides the one-time replacement of the Merchandise only. Any repair or replacements beyond the Limitation of Liability are Your responsibility.

WHAT IS NOT COVERED

THIS SERVICE AGREEMENT DOES NOT COVER REPAIR OR REPLACEMENT OF THE MERCHANDISE FOR ANY OF THE FOLLOWING CAUSES, OR PROVIDE COVERAGE FOR ANY OF THE FOLLOWING LOSSES: (1) INCIDENTAL, CONSEQUENTIAL, OR SECONDARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS SERVICE AGREEMENT OR FOR LOSS OF USE DURING THE PERIOD THAT THE MERCHANDISE IS AWAITING REPAIR OR REPLACEMENT; (2) PRE- EXISTING CONDITIONS INCURRED OR KNOWN TO YOU ("PRE-EXISTING" MEANS A CONDITION THAT WITHIN ALL REASONABLE PROBABILITY RELATES TO THE FITNESS OF YOUR MERCHANDISE PRIOR TO ISSUANCE OF THIS SERVICE AGREEMENT); (3) DAMAGE FROM ACCIDENT, ABUSE, NEGLIGENCE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE MERCHANDISE, TAMPERING WITH PRONGS, BEZELS, OR OTHER ELEMENTS DESIGNED TO SECURE DIAMONDS OR GEMSTONES, UNAUTHORIZED MERCHANDISE MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S MAINTENANCE INSTRUCTIONS; (5) THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS, OR ACTS OF GOD; (7) LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCK OUT OR CIVIL COMMOTION; (8) BATTERIES AND OR DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES; (9) PREVENTATIVE MAINTENANCE; (10) DAMAGE WHICH IS NOT REPORTED PRIOR TO THE EXPIRATION OF THIS SERVICE AGREEMENT; (11) INHERENT MERCHANDISE DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER; (12) FLAWS IN GEMSTONES; (13) LOSS OF DIAMONDS, GEMSTONES OR OTHER PARTS OF THE MERCHANDISE, UNLESS SUCH LOSS WAS CAUSED BY A DEFECT IN WORKMANSHIP OR MATERIALS WITHOUT UNDUE STRESS OR DAMAGE; (14) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE MERCHANDISE; (15) SCRATCHES, PEELING AND DENTS, UNLESS CAUSED BY USUAL WEAR AND TEAR; (16) UNAUTHORIZED REPAIRS OR PARTS; (17) ACCESSORIES USED IN CONJUNCTION WITH COVERED MERCHANDISE AND ITEMS NORMALLY DESIGNED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE MERCHANDISE, INCLUDING BUT NOT LIMITED TO BATTERIES; (18) MERCHANDISE WITH REMOVED OR ALTERED SERIAL NUMBERS; (19) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (20) WATER DAMAGE IF USED UNDER CONDITIONS WHICH EXCEED THE MERCHANDISE MANUFACTURER'S WATER RESISTANCE GUIDELINES; (21) ANY MERCHANDISE USED IN A COMMERCIAL SETTING OR FOR RENTAL PURPOSES; (22) SERVICE OUTSIDE OF THE UNITED STATES OF AMERICA OR ITS TERRITORIES; (23) WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS ARISING OUT OF THE UNAUTHORIZED ACCESS OR USE OF ANY SYSTEM, SOFTWARE, HARDWARE, OR FIRMWARE, OR ANY MODIFICATION, REPROGRAMMING, DESTRUCTION, OR DELETION OF DATA OR SOFTWARE BY ANY MEANS; (24) THERE IS NO COVERAGE FOR THEFT, LOSS OR MYSTERIOUS DISAPPEARANCE; (25) MERCHANDISE THAT IS USED OR REFURBISHED.

TRANSFER

This Service Agreement may be transferred to a new Merchandise owner by contacting the Administrator. You must provide the Administrator with Your Service Agreement number, date of transfer, and the new Merchandise owner's name, mailing address and telephone number.

RENEWABILITY

This Service Agreement is not renewable.

CANCELLATION

You may cancel this Service Agreement by informing the Retailer of Your cancellation request within thirty (30) days of the purchase

of this Service Agreement and You will receive a one hundred percent (100%) refund of the full purchase price of this Service Agreement, less any claims paid by Us. 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 Agreement purchase price, less any claims paid by Us and less an administrative fee not to exceed ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00); whichever is less.

If We cancel this Service Agreement, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

GUARANTY

This is not an insurance policy; it is a Service Agreement. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Merchandise covered under this Service Agreement within sixty (60) days after the Merchandise has been returned, or in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Hornbeam Insurance Company, at (833) 637-0114 or 471 W Main Street, Suite 302, Louisville, KY 40202.

OUR RIGHT TO RECOVER PAYMENT

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

ENTIRE SERVICE AGREEMENT

This Service Agreement; its terms and conditions, limitations and exceptions, and Your receipt of purchase 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 Agreements may vary widely from state to state. Any provision within this Service Agreement 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 Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

ALABAMA

CANCELLATION is amended as follows: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. In no event will Your cancellation fee exceed twenty-five dollars (\$25.00).

ARIZONA

CANCELLATION is amended as follows: The Provider may only cancel this Service Agreement for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered Merchandise or its use. No claims incurred or paid will be subtracted from any refund.

EXCLUSIONS is amended as follows: We shall not provide coverage only for those specifically listed items in the “**WHAT IS NOT COVERED**” section which occurred after the effective date of this Service Agreement. “Pre-existing conditions” is amended to include: may not be excluded if such conditions were known or should reasonably have been known by Us or the Retailer.

FLORIDA

CANCELLATION is deleted and replaced with the following: You may cancel Your Service Agreement by informing the Retailer or the Administrator of Your cancellation request. In the event the Service Agreement 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 Agreement 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.

GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Agreement. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA

CANCELLATION is amended as follows: Any cancellation fee shall not exceed ten percent (10%) of the pro rata premium refund due. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. If We

cancel this Service Agreement, no cancellation fee shall apply and we shall provide written notice to You at the last known address held by Us at least thirty (30) days preceding the effective date of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within (forty-five) 45 days after return of the Service Agreement to the Provider.

WHAT IS NOT COVERED is amended as follows: Only unauthorized Merchandise repairs, modifications or alterations performed after the effective date of the Service Agreement are excluded. The definition of "Pre-existing" conditions is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

HAWAII

CANCELLATION is amended as follows: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If this Service Agreement is cancelled by Us or the Administrator, prior notice is not required if the reason for cancellation is nonpayment of the Service Agreement purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered Merchandise or its use.

INDIANA

This Service Agreement is amended to include the following: This Service Agreement is not insurance and is not subject to Indiana insurance law. Your proof of payment to the Retailer for this Service Agreement 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 Agreement 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 Agreement that the provider refund any part of the cost of the Agreement upon cancellation of the Agreement.

WHAT IS NOT COVERED is amended as follows: The definition of "Pre-existing" conditions is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

MARYLAND

CANCELLATION is amended as follows: No cancellation fee shall apply. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

NEVADA

This Service Agreement is amended to include the following: If You are not satisfied with the manner in which We are handling your claim, You may contact the Nevada Insurance Commissioner toll-free at (888)-872-3234.

WHAT IS NOT COVERED is amended as follows: This Service Agreement provides coverage that is excess over any other applicable coverage. Only unauthorized Merchandise repairs, modifications or alterations performed after the effective date of the Service Agreement, or damages arising from such actions are excluded.

CANCELLATION is amended as follows: Any reference to administrative fee is deleted and replaced with the term cancellation fee. In no event will a cancellation fee exceed twenty-five (\$25.00) dollars. In no event will claims be deducted from any refund. If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not processed within forty-five (45) days, a penalty of ten percent (10%) of the Service Agreement price will be added to the refund for every thirty (30) days the refund is not paid. The Provider of this Service Agreement may cancel this Service Agreement within seventy (70) days from the date of purchase for any reason. After seventy (70) days, the Provider may only cancel this Service Agreement for fraud or material misrepresentation by You in obtaining the Service Agreement or in presenting a claim, nonpayment by You, or a substantial breach of duties by You relating to the covered Merchandise or its use. If the Provider cancels Your Service Agreement, You will be entitled to a pro-rata refund of the unearned Service Agreement fee and no cancellation fee will be deducted. If Your Service Agreement was financed, the outstanding balance will be deducted from any refund.

NEW JERSEY

CANCELLATION is amended as follows: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement 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.

NORTH CAROLINA

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

OREGON

HOW TO FILE A CLAIM is amended as follows: If You need to file a claim under this Service Agreement, You must contact the

Administrator at (800) 366-4010 24 hours a day/7 days a week to obtain a repair authorization number prior to having any repairs made to Your Merchandise. Failure to call in and report the claim may result in non-payment.

SOUTH CAROLINA

This Service Agreement is amended to include the following: If You have any questions regarding this Service Agreement, 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, (800) 768-3467.

CANCELLATION is amended as follows: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If this Service Agreement is cancelled by Us or the Administrator, prior notice is not required if the reason for cancellation is nonpayment of the Service Agreement purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered Merchandise or its use.

TEXAS

This Service Agreement is amended to include the following: The Administrator is Jewel Safe LLC, Service Contract Administrator No. 216. If You have any questions regarding the regulation of the Service Agreement 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.

CANCELLATION is amended as follows: You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund of the Service Agreement purchase price, less any claims paid by Us and less an administrative fee not to exceed ten percent (10%) of the Service Agreement purchase price or twenty-five dollars (\$25.00); whichever is less. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement 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 Agreement is canceled. If this Service Agreement is cancelled by Us or the Administrator, prior notice is not required if the reason for cancellation is nonpayment of the Service Agreement purchase price, a material misrepresentation by You, or a substantial breach of duties by You relating to the covered Merchandise or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

UTAH

This Service Agreement is amended to include the following: This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association.

CANCELLATION is amended as follows: We may only cancel this Service Agreement for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered Merchandise or its use. If We cancel this Service Agreement for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Agreement for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

HOW TO FILE A CLAIM is amended as follows: If You need to file a claim under this Service Agreement, You must contact the Administrator at (800) 366-4010 24 hours a day/7 days a week to obtain a repair authorization number prior to having any repairs made to Your Merchandise. Failure to call in and report the claim will result in non-payment.

WYOMING

CANCELLATION is amended as follows: If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

To obtain a copy of the terms and conditions of this Service Agreement please call (800) 366-4010.