

be based upon one hundred percent (100%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made on behalf of You. In the event the Plan is canceled by Us, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. The Plan Price charged for the Plan is not subject to regulation by the Florida Office of Insurance Regulation of the Financial Services Commission.

GEORGIA RESIDENTS ONLY: We may not cancel the Plan except for fraud, material misrepresentation, or failure to pay the Plan Price. The cancellation shall be in writing and shall conform to the requirements of Georgia Code Section 33-24-44. You may cancel at any time upon demand and surrender of the Plan at any of Our store locations, and We shall refund the excess of the Plan Price above the customary short rate for the expired term of the Plan. This Plan is guaranteed by a surety bond issued by Western Surety Company, 101 S. Phillips Ave., Sioux Falls, SD 57104-6735. If a claim for service or a refund under the Plan is not honored by Us within sixty (60) days after You have claim to Us in accordance with the terms and conditions of the Plan, You may make such claim directly with Western Surety Company.

NEVADA RESIDENTS ONLY: This Plan is non-renewable at the conclusion of the Term listed in Section 8. No claim incurred or paid will be deducted from the amount to be refunded to You in the event of cancellation of the Plan. The Plan may be canceled by You if the Merchandise is used as a trade-in toward another item. A new Extended Service Plan would need to be purchased on the new item

NEW HAMPSHIRE RESIDENTS ONLY: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301 or (800) 852-3416.

NEW MEXICO RESIDENTS ONLY: Final contract price to be determined prior to presentation to consumer for signature.

NORTH CAROLINA RESIDENTS ONLY: The purchase of the Plan is not required to obtain financing for the Merchandise.

OKLAHOMA RESIDENTS ONLY: Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts. Coverage offered by this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event you cancel this Plan, return of the premium shall be based upon 90% of the unearned pro rata premium under the Plan. This is not an insurance contract.

OREGON RESIDENTS ONLY: If you do not receive satisfaction under this Plan, you may contact the Oregon Insurance Division, Consumer Advocacy Unit, at 350 Winter Street NE, Salem, Oregon 97301 or by phone at 1-888-877-4894. Item, as used in this Plan, is defined as the jewelry that has been purchased and is covered by this Plan.

SOUTH CAROLINA RESIDENTS ONLY: If You have any questions or complaints regarding the Plan, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbus, South Carolina 29202-3105 or (800) 768-3467.

TEXAS RESIDENTS ONLY: If You purchased this Plan in Texas, unresolved complaints concerning Us or questions concerning the regulation of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202.

WISCONSIN RESIDENTS ONLY: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Our obligations under this Plan are insured under a service contract reimbursement insurance policy issued by Zale Indemnity Company. Should we fail to provide, or reimburse or pay for, any claim covered under this Plan within sixty (60) days of filing such a claim, or if we become insolvent or otherwise financially impaired, you are entitled to make a direct claim against the insurer by submitting your claim in writing to Zale Indemnity Company, 901 W. Walnut Hill Lane, Irving, Texas 75038, 972-580-4000.

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EXTENDED SERVICE PLAN

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1-800-527-8229

EXTENDED SERVICE PLAN

OUR EXCLUSIVE PLAN TO PROTECT YOUR FINE JEWELRY PURCHASE

1. DEFINITIONS:

“**Merchandise**” shall mean the merchandise identified on Your sales slip as covered by the Extended Service Plan. “**Plan**” means this Extended Service Plan. “**Plan Price**” means the purchase price for the Plan as shown on Your sales slip. “**We**”, “**Us**” and “**Our**” means Signet Service Plans, Inc., 375 Ghent Road, Akron, Ohio 44333, toll-free number: 1-800-527-8229. We are the party obligated to provide services to You under the Plan. “**You**” or “**Your**” means the original customer who purchased the Merchandise or original receiver of the Merchandise, in the case of a gift, covered by the Plan.

Your name:

Your address:

2. WHAT IS COVERED: This is a repair plan. In consideration of Your payment of the Plan Price, We will furnish labor and parts necessary to maintain the Merchandise in a usable and wearable condition, provided such service is necessitated by Merchandise wear and tear during normal usage of the Merchandise under the conditions for which it was designed.

The Plan coverage includes, but is not limited to, the following services, subject to the other terms and conditions of the Plan:

Ring sizing, refinishing and polishing, rhodium plating white gold, earring repair, chain soldering, resetting your diamonds and gemstones.

All Repairs shall be completed by Us or by such other repair center of Our choice. Parts may be replaced with others, including non-original manufacturer's parts, of like kind and quality.

3. WHAT IS NOT COVERED: This is not a replacement plan. Watches and the replacement of diamonds or gemstones are not covered under the Plan. Nothing herein shall obligate Us to repair the Merchandise other than as a result of normal wear and tear. This Plan does not cover excessive or abusive treatment of the Merchandise. This Plan does not cover loss or theft of the Merchandise or damage resulting from loss, theft, misuse, abuse, unauthorized repairs or service (meaning any modifications, alterations, repairs or service by anyone other than Us or a repair center authorized by Us) or Acts of God. If You purchase the Plan after You purchase the Merchandise, the Plan does not cover pre-existing conditions in the Merchandise that occurred after You purchased the Merchandise and prior to the effective date of the Plan.

The Plan does not replace, but supplements, any other warranties/guarantees applicable to the Merchandise. You must and shall perform all maintenance on the Merchandise required by any applicable underlying warranties/guarantees to maintain the Merchandise in usable and wearable condition, as provided in said warranties/guarantees. Damage resulting from failure to comply with recommended services and/or maintenance under such warranties/guarantees is not covered by this Plan.

4. LIMIT OF LIABILITY: Our total liability under this Plan is the purchase price paid for the Merchandise as shown on Your sales slip. In the event that the total value of all authorized services We provide under the Plan exceeds the purchase price of the Merchandise (as shown on Your sales slip), We shall have satisfied all obligations owed under the Plan. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NO MATTER WHAT THE CAUSE, INCLUDING DELAY IN RENDERING SERVICE UNDER THIS PLAN, OR LOSS OF USE DURING THE PERIOD THAT THE MERCHANDISE IS BEING REPAIRED OR OTHERWISE AWAITING PARTS.

5. NO DEDUCTIBLE: You are not required to pay any deductible under the Plan.

6. WHAT TO DO IF COVERED MERCHANDISE REQUIRES SERVICE: To obtain authorized service under the Plan, the Merchandise must be taken to any of Our store locations. This requirement applies to all in-store and online purchases of the Plan.

7. YOUR OBLIGATIONS: You must provide the care and maintenance of the Merchandise as described in Section 3 above. You must maintain possession of Your sales slip, which will serve as identification of Plan purchase as well as identification of Merchandise covered.

8. TERM: The term of the Plan shall commence from the date the Plan is purchased (as shown on Your sales slip) and shall continue until Our limit of liability, as stated in Section 4 above, has been satisfied. The Plan is void if the Merchandise is used as a trade-in toward another item however, a new Extended Service Plan may be purchased on the new item.

9. CANCELLATION: Cancellation by You. You may cancel the Plan for any reason at any time by visiting any of Our store locations and requesting cancellation.

If You request cancellation within thirty (30) days of the original purchase date of the Plan (as shown on Your sales slip) and no services have been provided to You under the Plan, then the Plan is void and You will receive a full refund of the Plan Price.

If You request cancellation of the Plan more than thirty (30) days after the original purchase date of the Plan or after You have received services under the Plan, then You will receive a prorated refund of the Plan Price (based on an assumed duration of the Plan, solely for cancellation purposes, of five (5) years), less the value of any Plan services received.

A ten percent (10%) penalty per thirty (30) day period shall be added to any cancellation refund that is not paid or credited to You by Us within thirty (30) days after the date of cancellation.

Cancellation by Us. We may not cancel the Plan except for non-payment, fraud, material misrepresentation by You. Notice of cancellation by Us will be sent to You at least thirty (30) days prior to cancellation, and will state the effective date and reason for cancellation. If We cancel the Plan, You will receive a prorated refund of the Plan Price (based on an assumed duration of the Plan, solely for cancellation purposes, of five (5) years), less the value of any Plan services received.

10. LIMITATION ON TRANSFER: This Plan is only for the benefit of the original customer or original receiver of Merchandise, in the case of a gift. It is not transferable to anyone else.

11. FULL FAITH AND CREDIT: Our obligations under the Plan are backed by Our full faith and credit. The Plan is not guaranteed under a service contract reimbursement policy. The Plan is not an insurance policy.

12. ENTIRE AGREEMENT: This document, and to the extent referenced in this document, Your sales slip, set forth the entire agreement between parties with respect to the Plan and no representation, promise or condition not contained herein shall modify these terms.

13. STATE VARIATIONS: If You reside in one of the states listed below, the following state specific variations shall supersede and control if inconsistent with any other terms and conditions of the Plan:

ALABAMA RESIDENTS ONLY: No claim incurred or paid will be deducted from the amount to be refunded to You in the event of cancellation of the Plan.

ARIZONA RESIDENTS ONLY: No claim incurred or paid will be deducted from the amount to be refunded to You in the event of cancellation of the Plan.

CALIFORNIA RESIDENTS ONLY: In home service is not provided, and We will not pay the costs of transporting the Merchandise to any of Our store locations for service. We are not responsible for preventative maintenance. You may cancel the Plan within sixty (60) days of receipt of the Plan, and You will receive a full refund if you have not made a claim. If You have made a claim or cancel after sixty (60) days of receipt of the Plan, You will receive a pro rata refund (based on an assumed duration of the Plan, solely for cancellation purposes, of five (5) years).

CONNECTICUT RESIDENTS ONLY: In the event of a dispute with SSP, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the covered merchandise, the cost of repair of the covered merchandise and a copy of the Plan.

FLORIDA RESIDENTS ONLY: In the event the Plan is canceled by You, return of premium shall