

# Schedule 1

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## Part A: SQUARETRADE TERMS OF USE

These SquareTrade Terms of Use (the “*Agreement*”) constitutes a legal agreement between the company or individual which/who (as applicable) accepted the Call (as defined by ServicePower, Inc.) (“*You*”) and SquareTrade, Inc. (as applicable, “*Company*”).

In order to perform any services for or on behalf of Company, You must agree to the terms and conditions that are set forth below. Upon Your execution (electronic or otherwise) of this Agreement, You and Company shall be bound by the terms and conditions set forth herein, that may be updated from time to time as set forth herein.

1. **Repair Services.** You shall perform repair services for appliances, consumer electronic devices or other products as requested by Company (“Repair Services”) as requested by Company via ServicePower, Inc. You shall follow any and all instructions provided to you by Company for performing any Repair Services. You shall perform the Repair Services in accordance with Company’s standards and applicable law. You may only contact Company’s customers to perform Repair Services. You acknowledge and agree that at all times, You shall: (a) possess the appropriate and current level of training, expertise and experience to provide Repair Services in a professional manner with due skill, care and diligence; and (b) maintain high standards of professionalism, service and courtesy.
2. **Background Checks.** You shall use a reputable company (e.g. Sterling Talent Solutions, PlusOne Solutions) to perform the following security and background checks on persons (whether that person is You, an employee or a contractor, each, a Repair Technician) who shall perform any Repair Services: (i) Social Security Number validation; (ii) Felony/Misdemeanor check for the last seven years in counties in which the employee resided; and (iii) a 9-panel drug-screening test on such persons. Each Repair Technician shall have a positive result on (i) and (ii) and a negative result for (iii). You acknowledge that and agree that Company may audit any and all documentation or information (including, without limitation, providing copies of the applicable background check) necessary to ensure that You are in compliance with this section. You are responsible for securing the proper permissions and releases to share such documentation and information with Company.
3. **Insurance.** You agree to maintain during the term of this Agreement workers’ compensation (if You have any employees), commercial general liability and commercial automobile insurance as required by all applicable law. You will submit proof of such insurance to Company upon Company’s request.
4. **Confidentiality**
  - 4.1 You acknowledge and agree that in the performance of this Agreement you may have access to or may be exposed to, directly or indirectly, Company’s Confidential Information. Confidential Information shall include, but is not limited to, (i) all information, whether in tangible, intangible, oral, electronic, magnetic, photographic or any other form, that relates to Company’s: products, product plans, sales, sales plans, reports, documentation, drawings, analysis, computer programs, customer lists, customer information (including, without limitation, customer names and addresses), employee data, designs, creations, models, business materials, work-in-progress, and all other confidential knowledge, data and other technical, business, product, marketing and financial information and plans related to the business or affairs of Company, (ii) the contents of this Agreement, and (iii) the fees payable to You.
  - 4.2 You acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of Company; (b) You shall not use Confidential Information except as necessary to perform the Repair Services; (c) You shall not disclose Confidential Information to any third party, except to the Repair

Technicians as necessary to perform the Repair Services provided the Repair Technicians are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof; and (d) You shall return or destroy all Confidential Information, upon the termination of this Agreement or at the request of Company (subject to applicable law).

## **5. Privacy**

**5.1 Disclosure of Your Information.** Subject to applicable law and regulation, Company and its affiliates may provide to the relevant authorities and/or regulatory agencies any information (including Your personal information (including, without limitation, any background check) or any Repair Services provided hereunder if: (a) there is a complaint, dispute or conflict, including, without limitation, an accident involving You and/or one of your Repair Technicians; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any affiliate's sole discretion, by applicable law or regulatory requirements; or (d) it is necessary, in Company's or any affiliate's sole discretion, to protect the safety, rights, property or security of Company or its affiliates or any third party.

**5.2 Collection of Personal Data.** Company and its affiliates may collect Your personal data during the course of our relationship, which information may be stored, processed, and accessed by Company and its affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its affiliates' legitimate business needs. You expressly consent to such use of personal data.

**5. Indemnification.** You shall indemnify, defend and hold harmless Company and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all demands, lawsuits, claims, demands, liabilities, damages, penalties, fines, and expenses (including, without limitation, attorney's fees and costs) arising out of or related to: (a) Your breach of this Agreement; or (b) to the Repair Services.

**6. Term and Termination.** This Agreement shall commence on the date accepted by You and shall continue until terminated as set forth herein. Company may terminate this Agreement for any reason upon notice (which can be in the form of an email) to You. Upon termination of the Agreement, You shall immediately delete and remove any of Company's Confidential Information from all of Your systems.

**7. Governing Law; Assignment.** The interpretation of this Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Repair Services shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of California law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending California law to You if You do not otherwise reside or provide services in California. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. You may not assign this Agreement without Company's prior written permission.

## **AGREEMENT AND ACCEPTANCE**

By clicking "I accept" or by performing any Repair Services, You expressly acknowledge that You have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that You agree to be

bound by the terms and conditions of the Agreement, and that You are legally competent to enter into this Agreement with Company.

## Part B: Standards of Engagement

This section outlines the minimum standards to which technicians performing in-home repairs for SquareTrade customers must adhere during the process of working with SquareTrade.

- Accept call in ServicePower within 4 hours of receiving the call, with commitment to service the call at the pre-determined date and time, unless advised otherwise. Squaretrade will try to provide at least 48 hours notice before scheduling.
- Submit Authorization Requests for additional mileage or labor fee's within 48 hours of accepting the work order (additional fee's will not be approved if the request is made after the onsite attempt)
- Call the customer to provide contact information of assigned technician, and if possible, narrow down the appointment window once all parts have been received.
- Bring necessary tools on site, as detailed in the attached '**Scope of Work**' document.
- If customer is not available for repair, submit appropriate documentation to SquareTrade per attached '**Scope of Work**'.
- Verify TV information, and inspect for physical damage prior to attempting repair. Physical damage inspection must be per attached '**Scope of Work**'.
- Attempt to troubleshoot prior to replacing any parts, particularly for any picture-related issues.
- Replace parts ONLY IF issue is confirmed and observed during site visit.
- Do not provide technical opinions or make promises about next steps in case of unsuccessful repairs. Do not provide opinions on prior diagnosis by SquareTrade or previous technician (if applicable).
- Fill out SquareTrade's repair inspection form along with customer signature, and take necessary onsite photos, per attached '**Scope of Work**'. Email a picture of the form to Squaretrade.
- File an RMA for every repair (even if no parts need to be returned). Return all parts promptly using the label provided by Squaretrade (DO NOT use the return label included in parts shipping box).
- Throughout the repair process, regularly provide all updates to SquareTrade via ServicePower.
- Be professional, prompt, courteous, workmanlike, competent and ethical throughout the repair process. Do not engage in confrontational communication with a customer at any point (prior, during, or after onsite service).
- If damage is caused to the TV by the technician, promptly reimburse SquareTrade or the customer the value of the original TV within 14 days.

In case of any questions about these standards of engagement, please feel free to contact SquareTrade.

## Repair Inspection Form

To be filled out by Technician	Date _____
Physical damage observed on TV	<input type="checkbox"/> Yes (submit photos) <input type="checkbox"/> No
Service Power call number	_____
TV model/serial info matched provided info?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What was the problem observed?	_____
All parts received? (If no, what parts were missing)	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
Any parts DOA? Please provide justification.	_____ _____
Any parts returning unused?	_____
TV condition upon departure	_____ _____
Panel light functional?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Intermittent
Video / on-screen display functional?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Intermittent
Was TV able to locate router signal?	<input type="checkbox"/> Yes <input type="checkbox"/> No (provide photos)
Was TV close enough to connect a 15 ft ethernet cable?	<input type="checkbox"/> Yes <input type="checkbox"/> No (provide estimated distance) _____
To be filled out by the customer	
I have verified the accuracy of the report above	Signature _____
Name _____	Comments _____

Photo checklist	
<input type="checkbox"/> TV turned on with menu (all 4 corners in view)	<input type="checkbox"/> Service sticker
<input type="checkbox"/> Internal component layout with back cover off	<input type="checkbox"/> ADH / Infestation (if applicable)
<input type="checkbox"/> Photo of Advance Network Menu Settings (for WiFi issues)	<input type="checkbox"/> Photo of original part number and incorrect part number (for incorrect part sent)

## Scope of Work

### Prior to on-site visit

1. Accept call in ServicePower within 4 hours of receiving the call, with commitment to service the call at the pre-determined date and time, unless advised otherwise by SquareTrade.
2. Be prepared to service calls with 48 hours notice.
3. If any mileage authorization is required, get approval from SquareTrade **before** the repair.
4. Contact the customer within 24 hours of the schedule appointment and:
  - Introduce yourself and provide the assigned technician's contact information.
  - Narrow down the appointment window as much as possible (less than 2 hours is ideal).
  - Remind customer that parts are being shipped directly to their place and to **not open the part packaging**.
  - Remind customer to have the TV in a serviceable position (unmounted and placed in a clear space next to a working power outlet).
    - If customer refuses to have the TV in a serviceable position, and you are unable to assist (at your risk), let them know that repair cannot be performed, and escalate to SquareTrade
  - If customer is unreachable, leave a voicemail. Still continue with the repair even if customer is unreachable, unless advised otherwise by SquareTrade.
5. If customer would like to reschedule, please update ServicePower with the rescheduled appointment date with notes for customer's reason of delay.

### Day of on-site visit

1. Make sure you bring the following tools with you:
  - **Electrician Tool Set:** Various sized screwdrivers, pliers, wire stripper, scissors, electrical tape
  - **DVD or other video output device** (to check video from an external source)

- **Various types of video cables:** HDMI, Component, Coaxial
  - **Multi-Meter (Electrical Voltage Test Device):** Capable of measuring AC/DC voltage, and detect standard readings within cables, connectors, and outlets
  - **Anti-Static Blanket:** Protective blanket should be large enough to service a 70-80" LCD/LED television to reduce the chances of breakage throughout the repair
  - **Digital Camera:** The camera function on any smartphone should suffice
  - **Flash Light:** Used to inspect the panel screen for any damage if the TV is unable to power on prior to the repair
  - **15 foot Ethernet Cable:** Used to (a) bypass any WiFi router issues, (b) update firmware in case of insufficient WiFi strength, (c) verify if the TV is within suggested proximity of the router
  - **Service Remotes:** Ensure to get OEM service remotes to access service menu (e.g., Samsung). The remotes can be acquired from the OEM directly or from retailers such as Amazon or eBay.
  - **WiFi Hotspot:** Typically can be found on newer smartphones, and can be used to verify the TV's wifi functionality without having to troubleshoot any external router/WiFi issues.
2. In case of customer no-show:
    - Please contact SquareTrade for assistance with contacting the customer (877-927-7268 Ext. 2165, option 1). Do not leave the customer's residence during an appointment window without SquareTrade's authorization (If no response from SquareTrade, continue with following process)
    - Take a photo of customer's home with address visible for documentation that the technician was onsite (Do not clear photo properties with time stamp information)
    - Technicians will be compensated for labor and travel if proper documentation is received showing (a) customer was a no-show, and (b) technician contacted customer within 24 hours of the repair to confirm
  3. Service Manual Bulletins for common brands can be accessed via the following link (please ensure to update SONY mainboards after installment by downloading the current firmware to a USB flash drive prior to arriving onsite):
    - Click on Service Manuals to access all brands:  
<https://drive.google.com/drive/folders/OBwul5f-X54HcZIBZNkVvkQ1IfTEE>

## During on-site visit

1. **Verify the model and serial number** provided by SquareTrade with the service sticker on the customer's TV. Continue with repair if serial number is slightly off (1-2 digits are wrong/misplaced) due to clerical error. Otherwise, contact SquareTrade via phone.
2. Thoroughly inspect the TV screen for any possible damage prior to replacing parts.
  - LCD display screens comprise of two thin layers of glass with dark liquid crystal material in between. The panel glass is covered on the outside layer with a plastic film. Customers often feel that there cannot be a broken LCD display because they cannot

feel the break or crack. However, cracks in the glass usually cannot be felt because the plastic film covering the panel glass rarely fractures.

- If the TV has no backlight or no power, make sure to inspect the screen with a flashlight for any visible cracks or fractures (in case of any observed damage, report to SquareTrade via phone and cease service).
- Please refer to Appendix for more details on damage symptoms.
- 3. Attempt to troubleshoot with known working device prior to troubleshooting
  - In case of picture issues, test the TV with technician's own known working device and video cables.
  - In case of Internet issues, test with technician's hotspot.
  - If the issue is intermittent, please be sure to document the frequency and patterns of the problem when using a known working device
- 4. Verify all parts ordered were received by the customer
  - Compare actual parts received with the notes in Service Power and escalate any incorrect, missing or damaged parts.
  - Continue repair with any correct and non-damaged parts received.

#### 5. Continue with repair by replacing parts

- **If issue is intermittent and is not observed during the site visit, do not replace parts**
- Otherwise, replace "required" parts first ("backup" parts should be installed only if the required part does not resolve the issue). Use the least number of parts needed for repair (e.g., don't use all required parts unless needed)
- If you believe any part received may be DOA, please provide justification. For example:
  - Replacement main board has a defective HDMI 3 input
  - Replacement Power Supply caused unit to have dead set, replaced original Power Supply and TV went back to original video distortion issue
- Replace original parts if TV is determined to be a panel defect or symptoms are not improved (Do not leave new replacement parts within the TV if a panel defect is suspected)

#### 6. Take necessary onsite photos

- Required repair photos (for both successful and unsuccessful repairs)
  - TV OSD menu shot when testing with known working device (TV should be powered on and all 4 corners with standby light on bezel should be visible)
  - Product service sticker (clear photo of Model/SN information)
  - Photo of internal component layout with TV back cover off (All connections are correct and secure)
- Unsuccessful scenario-based photos
  - ADH/Infestation: Provide detailed photo of damage found
  - WiFi/Network Issue: Provide clear photo of Advance Network Menu Settings



- Incorrect part: Provide clear photo of original part number and incorrect replacement part number

**7. Fill out SquareTrade's repair inspection form for all repairs (regardless of outcome - successful or unsuccessful)**

- This will help ensure there is no disconnect between the technician and the customer on the state of the TV at the end of the visit (e.g., customer reporting a damage to the TV that did not occur during the visit)
  - Have the customer sign the form
    - If customer signature is not taken, technicians may be held liable for damage and/or failed repair
    - Escalate to SquareTrade Support if customer refuses to sign the inspection form
8. In case of unsuccessful repair, message to customer that SquareTrade will follow-up with them within 2 business days.
- SquareTrade will be reviewing the tech's notes and determining next steps.
  - Customers should contact SquareTrade (not the technician) if they do not receive a response within this time.
  - **Do not mention anything regarding replacement TV or reimbursement.**
  - Do not provide the customer with any personal technical opinions about whether TV is repairable or not etc., and allow SquareTrade to communicate with the customer.
    - Suggested messaging: I will provide to SquareTrade my report of what steps were taken, and what was observed as a result of those steps. Their team of experts will review that and determine what is wrong with the TV, and what the appropriate next steps will be.
9. Do not take the TV away from the customer address at any point unless specifically instructed to do so by SquareTrade Tech Support (all repairs should be conducted onsite within the customer's home)
- Failure to comply may result in the Field Tech taking responsibility of the TV's value if damaged, lost, misplaced, stolen, or not returned within 5 calendar days

**After on-site visit**

- 1. Submit a picture of the repair form along with the repair photos to Squaretrade via email ([tv\\_team@squaretrade.com](mailto:tv_team@squaretrade.com))**
- 2. Return Labels for all parts sent can be generated at <https://www.squaretrade.com/rma-request/>**
  - For every repair, an RMA must be filed on Squaretrade's RMA portal, even if there is nothing to return
  - After filing the RMA, print return label and return all unused parts and/or original defective core parts
  - Ship parts promptly using the return label provided by SquareTrade (don't use return shipping label in the parts box)

- Tech Payment may be withheld if parts are never RMA'ed and returned to the correct destination within 30 days of the repair

## APPENDIX

### **Customer Induced Damage Symptoms:**

- Visible cracks or impact damage
- Diagonal or jagged lines (spider web crack appearance)
- Presence of both horizontal and vertical lines
- Discolored or blotchy distortion areas
- White blurry spots caused by external pressure (e.g., too much pressure applied when cleaning screen)
- Dark black circular spots (e.g. caused from microscope fracture within panel caused by external force in which the LCD liquid is seeping from the center of black spot)
- Tearing/flexing lines within panel (e.g., Bear hugging/mishandling the TV when relocated causing the LCD screen to flex and leak from a stress fracture)

### **Environmental Induced Damage Symptoms:**

- Liquid or precipitation residue
- Water Damage (rust or corrosion)
- External burning or warping (typically caused by candles or heater within 5ft proximity)
- Insect infestation